

COUNTY COMMISSION-REGULAR SESSION

JUNE 20, 2024

BE IT REMEMBERED THAT:

COUNTY COMMISSION MET PURSUANT TO ADJOURNMENT IN REGULAR SESSION OF THE SULLIVAN COUNTY BOARD OF COMMISSIONERS THIS THURSDAY EVENING, JUNE 20, 2024, AT 6:00 P.M. IN BLOUNTVILLE, TENNESSEE. PRESENT AND PRESIDING WAS HONORABLE RICHARD VENABLE, COUNTY CHAIRMAN AND TERESA JACOBS, COUNTY CLERK OF SAID BOARD OF COMMISSIONERS,

TO WIT:

The Commission was called to order by County Chairman Richard Venable, Sgt. Phillip white opened the commission and Commissioner Cheryl Harvey gave the invocation. The pledge to the flag was led by Sgt. Phillip White.

COMMISSIONERS PRESENT AND ANSWERING ROLL WERE AS FOLLOWS:

DAVID AKARD	MARK IRESON
DARLENE CALTON	SAMUEL "SAM" JONES
JOE CARR	DWIGHT KING
MICHALE COLE	TONY LEONARD
LARRY CRAWFORD	MICHAEL HUNTER LOCKE
ANDREW CROSS	JOE MCMURRAY
JOYCE NEAL CROSSWHITE	JESSICA MEANS
JOHN GARDNER	ARCHIE PIERCE
HERSHEL GLOVER	
CHERYL HARVEY	
DAVID HAYES	ZANE VANOVER
DANIEL HORNE	TRAVIS WARD

22 PRESENT, 2 ABSENT

ABSENT AT ROLL CALL: SLAGLE, STIDHAM

The following pages indicate the action taken by the Commission on approval of notary applications and personal surety bonds, motions, resolutions, and other matters subject to the approval of the Board of Commissioners.

Motion was made by Comm. Gardner, and seconded by Comm. Crawford to approve the minutes of the Work Session of the County Commission held on May 9, 2024 and the minutes of the Regular Session held on May 16, 2024. Approved 22 Yes, 2 Absent.



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Times News • Johnson City Press • The Tomahawk • Erwin Record • Herald & Tribune
Main Office: 701 Lynn Garden Drive Kingsport, TN 37660 • 423-392-1311

Classified Invoice

SULLIVAN COUNTY BOARD OF COMMISS
3258 HIGHWAY 126 STE 101
ATTN ACCOUNTS PAYABLE
BLOUNTVILLE, TN 37617

Acct#:1019013
Ad#:3320
Phone#:423-323-6434
Date:06/04/2024

Salesperson: MWILDER

Classification: Legal Notices

Ad Size: 2.0 x 25.00

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Kingsport Times News	06/07/2024	06/07/2024	1	95.00	95.00
Affidavit	-	-	-	-	5.00

Payment Information:

Date:	Order#	Type
06/04/2024	3320	ACCOUNT:Bill at Expiry

Total Amount: 100.00

Amount Due: 100.00

Thank you for your business.

Ad Copy

J. Jacobs
6/10/24

PUBLIC NOTICE OF MEETINGS OF THE BOARD OF
COMMISSIONERS OF SULLIVAN COUNTY, TENNESSEE FOR THE
MONTH OF JUNE, 2024

788

Notice is hereby given to all members of the Board of County Commissioners, all residents of Sullivan County, Tennessee, and to any and all other persons interested, that two (2) open, public meetings of the Board of County Commission of Sullivan County will be held at the regular meeting place of the Board at the Courthouse in Blountville, Tennessee during the month of June, 2024. The monthly Work Session and public hearing/voting on amendments to the Sullivan County Zoning Resolution will commence at the hour of 6:00 p.m. on Thursday evening, June 13, 2024, and the monthly Regular Session will commence at the hour of 6:00 p.m. on Thursday evening, June 20, 2024. Any person wishing to provide public comment at such meetings shall sign up on the provided signup sheet prior to the start of the meeting.

This notice is given pursuant to the provisions of Section 8-44-101 to 8-44-108 inclusive of Tennessee Code Annotated.

Teresa Jacobs
Sullivan County Clerk

PUB 1T: 6/7/24

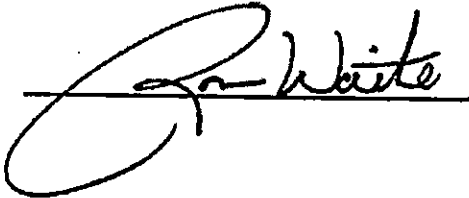
**Affidavit of Publication
TIMES NEWS**

701 Lynn Garden Drive • Kingsport
County of Sullivan, State of Tennessee

I, Ron Waite, being duly sworn upon oath, deposes and state that I am the publisher of the Times News, a daily newspaper published in the City of Kingsport, County of Sullivan, in the State of Tennessee. This Legal Notice contains a true and correct copy of what was published in the regular edition of said newspaper, in consecutive issues on the following dates:

Publication Dates: 06/07/2024, , ,

Ad#: 3320

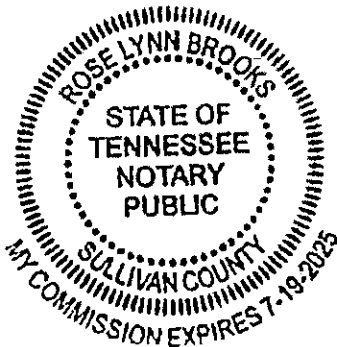


Ron Waite

Signed and sworn to before me
on 06/07/2024



Rose Lynn Brooks - Notary Public
My commission expires: July 19, 2025



**PUBLIC NOTICE OF MEETINGS OF THE BOARD OF
COMMISSIONERS OF SULLIVAN COUNTY, TENNESSEE FOR THE
MONTH OF JUNE, 2024**

789

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This notice is given pursuant to the provisions of Section 8-44-101 to 8-44-108 inclusive of Tennessee Code Annotated.

Teresa Jacobs
Sullivan County Clerk

PUB 1T: 6/7/24

Agenda subject voting report

Meeting name

Sullivan County Commission June 20 2024

6/20/2024

2 Roll Call by Teresa Jacobs, County Clerk
Roll Call

790

Description Roll Call
Chairman Venable, Richard

Total vote result
Voting start time 6:05:03 PM
Voting stop time 6:05:25 PM
Voting configuration Roll Call - Attendances
Voting mode Open
Vote result

Present	22
Total Present	22
Total Seats	28
Absent	2

Group voting result

Group	Yes	Absent
No group	22	0
Total result	22	0/2

Individual voting result

Name	Yes	Absent
Akard, David ()	X	
Calton, Darlene ()	X	
Carr, Joe ()	X	
Cole, Michael ()	X	
Crawford, Larry ()	X	
Cross, Andrew ()	X	
Crosswhite, Joyce ()	X	
Gardner, John ()	X	
Glover, Hershel ()	X	
Harvey, Cheryl ()	X	
Hayes, David ()	X	
Horne, Daniel ()	X	
Ireson, Mark ()	X	
Jones, Sam ()	X	
King, Dwight ()	X	
Leonard, Tony ()	X	
Locke, Hunter ()	X	
McMurray, Joe ()	X	
Means, Jessica ()	X	
Pierce, Archie ()	X	
Slagle, Matt ()		X
Stidham, Gary ()		X
Vanover, Zane ()	X	
Ward, Travis ()	X	

**PROCLAMATION IN HONOR OF
ANGELINA KERNEY
FOR OUTSTANDING ACADEMIC ACHIEVEMENT**

Whereas, Angelina Kerney posted an impressive 4.55 GPA and 32 ACT Score to become West Ridge High School Valedictorian for the Class of 2024; and

Whereas, Angelina earned 31 hours of college credit through dual enrollment courses and completed 15 AP honors classes; and

Whereas, Outside the classroom, Angelina was highly involved in many sports, clubs and community organizations; and

Whereas, a few of these included Captain and two-time All-conference athlete on the Girls Varsity Tennis Team, Student Government officer, President of Key Club, Vice President of National Honor Society, and Vice President of Beta Club; and

Whereas, Miss Kerney received the following honors: National & Rural Small Town Scholar; 2023 American Legion Auxiliary Girls State Delegate; National Daughters of the American Revolution Good Citizen; Division 7's Most Outstanding Key Clubber; Tennessee/Virginia Scholar; and 270 hours of community service accumulated.

I, Sullivan County Mayor Richard Venable, on behalf of the Sullivan County Commission, hereby proclaim June 20, 2024 as Angelina Kerney Day in Sullivan County and encourage all citizens to join in celebrating Angelina's exemplary leadership and outstanding contribution to Sullivan County.

Subscribed this 20th day of June 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Sullivan County, Tennessee to be affixed in Blountville on this 20th day of June 2024.



Richard S. Venable

Richard S. Venable, Sullivan County Mayor

**PROCLAMATION IN HONOR OF
PAUL LETSON
FOR OUTSTANDING ACADEMIC ACHIEVEMENT**

Whereas, Paul Letson ranked number one academically out of 280 students in the Tennessee High School Class of 2024; and

Whereas, Paul will attend Dartmouth College and plans to major in philosophy; and

Whereas, Outside the classroom, Paul was highly involved in many sports, clubs and community organizations; and

Whereas, a few of these included: the Viking Swim Team; the Viking Tennis Team; HOSA; and SkillsUSA Criminal Justice CSI Team; and

Whereas, Letson received Tennessee High School's top academic recognition – Graduate of Highest Distinction; and

Whereas, Letson's other achievements and awards include First Place at the Region and State levels for his role on the SkillsUSA Criminal Justice CSI Team.

I, Sullivan County Mayor Richard Venable, on behalf of the Sullivan County Commission, hereby proclaim June 20, 2024 as Paul Letson Day in Sullivan County and encourage all citizens to join in celebrating Paul's exemplary leadership and outstanding contribution to Sullivan County.

Subscribed this 20th day of June 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Sullivan County, Tennessee to be affixed in Blountville on this 20th day of June 2024.



A handwritten signature in black ink that reads "Richard S. Venable".

Richard S. Venable, Sullivan County Mayor

PROCLAMATION IN HONOR OF
RYAN VENETT

FOR OUTSTANDING ACADEMIC ACHIEVEMENT

Whereas, Ryan Venett achieved a 4.88 GPA and ranked number one academically in the Dobyns-Bennett High School Class of 2024; and

Whereas, Ryan completed 18 AP and 16 Honors classes during high school; and

Whereas, he is a National Merit Finalist and will be attending the University of Alabama on a full honors scholarship, where he will double major in electrical engineering and physics; and

Whereas, Venett has been and continues to be remarkably focused and driven toward his post-secondary pursuits.

I, Sullivan County Mayor Richard Venable, on behalf of the Sullivan County Commission, hereby proclaim June 20, 2024 as Ryan Venett Day in Sullivan County and encourage all citizens to join in celebrating Ryan's exemplary leadership and outstanding contribution to Sullivan County.

Subscribed this 20th day of June 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Sullivan County, Tennessee to be affixed in Blountville on this 20th day of June 2024.



Richard S. Venable

Richard S. Venable, Sullivan County Mayor

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**PROCLAMATION IN HONOR OF
ANTHONY "A.J." TORRETT**

FOR OUTSTANDING ACADEMIC ACHIEVEMENT

Whereas, Anthony Torbett posted an impressive 4.4 GPA and 31 ACT Score to become top-ranked student in the Sullivan East High School Class of 2024; and

Whereas, Anthony completed 34 college credits through dual enrollment courses, completed four years of Spanish, and was a member of multiple AP honors classes; and

Whereas, Outside the classroom, Anthony was highly involved in many sports, clubs, and community organizations; and

Whereas, a few of these included being a state qualifier three years running in Wrestling, three years of Track, two years of Football, Culinary Club, Class President, Beta Honors Club, Student Council and National Honors Society; and

Whereas, Torbett received the following awards and honors: in the top 5 out of 30 students who was honored with the Pappy Thompson Award of Excellence Eagle Scout; HOBY Award; Paul Harris Fellow (Rotary); Accepted into the Cook Grand Challenge Honors program at UTK; Tennessee/Virginia Scholar; Awarded the Anne Dallas Dudley 2024 Student Ambassador from the Secretary of State's Office; Graduate of the Governor's School of Science and Engineering 2023 at UTK; 2024 Cook Around the World Competition at Walt Disney World's Epcot Center; and 205 hours of community service accumulated.

I, Sullivan County Mayor Richard Venable, on behalf of the Sullivan County Commission, hereby proclaim June 20, 2024 as Anthony Torbett Day in Sullivan County and encourage all citizens to join in celebrating Anthony's exemplary leadership and outstanding contribution to Sullivan County.

Subscribed this 20th day of June 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of Sullivan County, Tennessee to be affixed in Blountville on this 20th day of June 2024.



Richard S. Venable, Sullivan County Mayor

Richard S. Venable

SULLIVAN COUNTY
Board of County Commissioners
June 20, 2024
6:00 p.m.

MEETING AGENDA

- ❖ Call to Order by Sheriff Jeff Cassidy
- ❖ Mayor/Chairman Richard Venable presiding.
- ❖ Invocation
- ❖ Pledge to the American Flag
- ❖ Roll Call by Teresa Jacobs, Sullivan County Clerk
- ❖ Guest Speakers, Proclamations, Appointments.
 - 1) Proclamations Honoring Class of 2024's Top Students from each high school in the county.
- ❖ Appointments.
- ❖ Approval of Commission Minutes of May 9, 2024 Work Session; and Rezoning Hearing and May 16, 2024 Regular Session.
- ❖ (Minutes are provided to commission members electronically and are available to the public at www.sullivancountyclerktn.com/commission-minutes)
- ❖ Approval of Notaries Public
- ❖ Public Comment
- ❖ Consent Agenda
- ❖ Resolutions
- ❖ Announcements and Adjournment





Sullivan County

Board of County Commissioners

244th Annual Session

**IN RE: Sullivan County Libraries Board of Directors
Blountville, Tennessee**

Order Appointing Library Board Members

WHEREAS, the Sullivan County Mayor has authority to appoint members to the Sullivan County Library Board of Directors; and

WHEREAS, the Sullivan County Library Board of Directors has submitted a recommendation for a member of the board; and

NOW THEREFORE BE IT ORDERED, ADJUDGED AND DECREED by Sullivan County Mayor, Richard S. Venable, in his capacity to appoint members to the Sullivan Library Board that Mr. Lucas Gentry be appointed to serve on the Sullivan County Library Board of Directors.

A handwritten signature in black ink, reading "Richard S. Venable", is written over a horizontal line.

Richard S. Venable, Sullivan County Mayor

Said order confirmed and entered into the record of the Sullivan County Board of Commissioners this 20th day of June 2024.

A handwritten signature in black ink, reading "Teresa Jacobs", is written over a horizontal line.

Teresa Jacobs, Sullivan County Clerk

Roll Call vote taken and approved 22 Yes, 2 Absent

LUCAS GENTRY

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277 Fieldcrest Rd., Blountville, TN 37618 · 423-383-4092
lucasgentry@yahoo.com

EXPERIENCE

FEBRUARY 2022– PRESENT

ENGLISH LANGUAGE ARTS TEACHER, BRISTOL TENNESSEE CITY SCHOOLS

As an English Language Arts teacher at Tennessee High School, I have taught English IV, Math RTI, ELA RTI, and English II courses. Teaching three English II courses during the Fall 2022 semester has also provided experience with preparing students for and administering state End of Course Exams. Through this position I have gained experience with learning tools such PowerSchool, Canvas, AimsWeb, and ReadWorks.

My additional responsibilities include serving on the National Honors Society Faculty Council, serving as lead teacher for the Tennessee High School Fall 2022 Intersession, providing academic support for students during Lottery for Education Afterschool Programs (LEAPs) tutoring sessions as well as during afterschool ACT Bootcamps, sponsoring the schools Creative Writing Club and assisting with selling tickets / additional responsibilities during sporting events after school.

EDUCATION

2021 – 2022

MASTER OF EDUCATION, KING UNIVERSITY

Graduated with a 4.0 GPA.

2019 – 2020

MASTER OF ARTS IN ENGLISH, EAST TENNESSEE STATE UNIVERSITY

Graduated with a 3.9 GPA while serving as a Research Assistant and Teaching Assistant to various professors each semester.

2013 – 2017

BACHERLOR OF ARTS IN ENGLISH, KING UNIVERSITY

Graduated with a 3.6 GPA.

Appointment of Mr. Lucas Gentry to Sullivan County Library Board
 Appointed by Richard S. Venable, Sullivan County Mayor

ABSENT		YES		NO		ABSTAIN	
	AKARD	1	AKARD		AKARD		
	CALTON	1	CALTON		CALTON		
	CARR	1	CARR		CARR		
	COLE	1	COLE		COLE		
	CRAWFORD	1	CRAWFORD		CRAWFORD		
	CROSS	1	CROSS		CROSS		
	CROSSWHITE	1	CROSSWHITE		CROSSWHITE		
	GARDNER	1	GARDNER		GARDNER		
	GLOVER	1	GLOVER		GLOVER		
	HARVEY	1	HARVEY		HARVEY		
	HAYES	1	HAYES		HAYES		
	HORNE	1	HORNE		HORNE		
	IRESON	1	IRESON		IRESON		
	JONES	1	JONES		JONES		
	KING	1	KING		KING		
	LEONARD	1	LEONARD		LEONARD		
	LOCKE	1	LOCKE		LOCKE		
	MCMURRAY	1	MCMURRAY		MCMURRAY		
	MEANS	1	MEANS		MEANS		
	PIERCE	1	PIERCE		PIERCE		
1	SLAGLE		SLAGLE		SLAGLE		
1	STIDHAM		STIDHAM		STIDHAM		
	VANOVER	1	VANOVER		VANOVER		
	WARD	1	WARD		WARD		

<u>2</u>	<u>22</u>	<u>0</u>	<u>0</u>
ABSENT	YES	NO	ABSTAIN

ROLL CALL VOTE TAKEN

Approval of minutes of May 9, 2024 Work Session/Rezoning mtg and
 May 16, 2024 County Commission Regular Session.

Motion to approve by Comm. Gardner, 2nd by Comm. Crawford

ABSENT **YES** **NO** **ABSTAIN**

	AKARD	1	AKARD		AKARD	
	CALTON	1	CALTON		CALTON	
	CARR	1	CARR		CARR	
	COLE	1	COLE		COLE	
	CRAWFORD	1	CRAWFORD		CRAWFORD	
	CROSS	1	CROSS		CROSS	
	CROSSWHITE	1	CROSSWHITE		CROSSWHITE	
	GARDNER	1	GARDNER		GARDNER	
	GLOVER	1	GLOVER		GLOVER	
	HARVEY	1	HARVEY		HARVEY	
	HAYES	1	HAYES		HAYES	
	HORNE	1	HORNE		HORNE	
	IRESON	1	IRESON		IRESON	
	JONES	1	JONES		JONES	
	KING	1	KING		KING	
	LEONARD	1	LEONARD		LEONARD	
	LOCKE	1	LOCKE		LOCKE	
	MCMURRAY	1	MCMURRAY		MCMURRAY	
	MEANS	1	MEANS		MEANS	
	PIERCE	1	PIERCE		PIERCE	
1	SLAGLE		SLAGLE		SLAGLE	
1	STIDHAM		STIDHAM		STIDHAM	
	VANOVER	1	VANOVER		VANOVER	
	WARD	1	WARD		WARD	

2
 ABSENT

22
 YES

0
 NO

0
 ABSTAIN

SULLIVAN COUNTY CLERK
TERESA JACOBS COUNTY CLERK
3258 HIGHWAY 126 SUITE 101
BLOUNTVILLE TN 37617
Telephone 423-323-6428
Fax 423-279-2725

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Notaries to be elected June 20,2024

SANTANA AAENSON	DIANNA L HUGHES
MELODY SHAWN ADINOLFI PIERSON	JAMES BEARL JENKINS
LORIE ANKERS	MARISA A KING
MELANIE R BARKER	KYLE JACOB KOTOWSKI
EMILY BROOKE JACOBS BEGLEY	CRYSTAL L MCDUFFIE
JUDITH A BELLAMY	CHRISTINA MCLEMORE
JOSHUA THOMAS BOOHER	LORA A. MOORE GILREATH
JESSICA BOWERY	MORGAN L OLIVER
SYDNEY BRISCALL	TRINA OSBORNE
ABIGAIL BROOKS	FAITH M. PHILLIPS
JAMES MICHAEL BROWN	MARTIN JOSEPH POTTER IV
JORDAN CARRIER	ANGEL L PRUITT
AMY L CARTER	ELIZABETH A SHELTON
HEATHER CARTER	MICHELE SMITH
MICHELLE COLEMAN	SAVANAH TAYLOR
NATANYA RICHELE CONLEY	NIKKI J TAYLOR
ELIZABETH A COX	TAYLOR TRENT
MARK C EASTERLY	RACHEL NICOLE TRIGG
GINGER F EDWARDS	MICHAEL B VAUGHN
ANDREA RASNAKE FLEENOR	TY J WALLACE
JOSHUA C FORTENER	MARK HENRY WEBB
COLETTE P. GEORGE	SHERRI K WILLIAMS
DONNA HALE	JESSICA EVE WOODS
WILLIAM JOEL HEDGES II	

PERSONAL SURETY
RANDY M. KENNEDY
REBECCA J. MYERS

UPON MOTION MADE BY COMM. GARDNER AND SECONDED BY COMM. COLE TO APPROVE
THE NOTARY APPLICATIONS HEREON, SAID MOTION WAS APPROVED BY ROLL CALL VOTE OF
THE COMMISSION.

21 YES, 1 ABSTAIN, 2 ABSENT

STATE OF TENNESSEE
COUNTY OF SULLIVAN

APPROVAL OF NOTARY

SURETY BONDS

June 20th 2024

Name of Notary	Personal Surety	Personal Surety
Candi Denise Blair	Michael D. Carrier	Heather C. Jones
Dr. Sandra Ramsey	Darlene R. Calton	Dr. Joy M Ramey

UPON MOTION MADE BY COMM. GARDNER AND SECONDED BY COMM. COLE TO APPROVE THE NOTARY BONDS OF THE ABOVE-NAMED INDIVIDUALS, SAID MOTION WAS APPROVED BY ROLL CALL VOTE OF THE COMMISSION.

22 YES, 1 ABSTAIN, 1 ABSENT

Agenda subject voting report

802

Meeting name

Sullivan County Commission June 20 2024

3.1 Approval of Notaries Public
Vote

Description

Chairman Venable, Richard

Total vote result

Voting start time 6:11:00 PM
Voting stop time 6:11:28 PM
Voting configuration Vote
Voting mode Open
Vote result

Yes	21
Abstain	1
No	0
Total Present	22
Absent	2

Group voting result

Group	Yes	Abstain	Absent
No group	21	1	0
Total result	21	1	0

Individual voting result

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()		X		
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()	X			
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()				
Stidham, Gary ()				
Vanover, Zane ()	X			
Ward, Travis ()	X			

Camille Peters

120 Raceday Center drive #105
Bristol, TN 37620

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Katie McGhee

420 Blue Haven Dr. Kingsport 37662

Lori Rollins

340 Hidden Valley Rd. Kpt. 37663

Megan Householder

4304 Ridge Rd. Kingsport 37660

Rachel McGee

240 Chesterfield Drive Kpt 37663

Rodney Padgett

1125 Gottland Shoals Rd Pkty, 37617

CONSENT AGENDA**JUNE 20, 2024**

Item 2 Resolution No. 2024-06-02 (CONSENT)

Sponsors: Glover/Vanover

RESOLUTION TO REQUEST THE ADOPTION OF THE AMENDED SULLIVAN COUNTY PURCHASING POLICIES AND PROCEDURES.

Item 3 Resolution No. 2024-06-03 (CONSENT)

Sponsors: Glover/King

RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF SULLIVAN TO NEGOTIATE AND ACCEPT FROM BELL TEXTRON, INC., A MANUFACTURER LOCATED IN THE TRI-COUNTY INDUSTRIAL PARK, A PAYMENT-IN-LIEU OF TAX AGREEMENT (PILOT AGREEMENT) TO ENABLE THE COMPANY'S EXPANSION OF ITS FACILITIES AND MANUFACTURING.

Item 4 Resolution No. 2024-06-04 (CONSENT)

Sponsors: Ireson/Locke

RESOLUTION TO AMEND THE 2023-2024 SCHOOL NUTRITION BUDGET FOR VARIOUS ACCOUNT SERIES MENTIONED BELOW.

Item 5 Resolution No. 2024-06-05 (CONSENT)

Sponsors: Ireson/Locke

RESOLUTION TO AMEND THE 2023-2024 GENERAL PURPOSE SCHOOL BUDGET FOR VARIOUS ACCOUNT SERIES MENTIONED BELOW.

Item 6 Resolution No. 2024-06-06 (CONSENT)

Sponsors: Ireson/Locke

RESOLUTION TO AMEND THE FY 2024 SUMMER LEARNING CAMPS GRANT BUDGET IN THE GENERAL PURPOSE SCHOOL FUND.

Item 7 Resolution No. 2024-06-07 (CONSENT)

Sponsors: Ireson/Locke

RESOLUTION to APPROVE AN EXPENDITURE/APPROPRIATION FROM THE SULLIVAN COUNTY BOARD OF EDUCATION GENERAL PURPOSE SCHOOL FUND UNDESIGNATED FUND BALANCE FOR THE PURCHASE AND INSTALLATION OF LIGHTING AT THE SULLIVAN EAST HIGH SCHOOL SOFTBALL FIELD, BASEBALL FIELD, FOOTBALL FIELD AND TENNIS COURTS.

Agenda subject voting report

805

Meeting name

Sullivan County Commission June 20 2024

6/20/2024

3.3 Consent Agenda
Vote

Description

Chairman Venable, Richard

Total vote result:
Voting start time 7:11:25 PM
Voting stop time 7:11:43 PM
Voting configuration Vote
Voting mode Open
Vote result

Yes	22
Abstain	0
No	0
Total Present	22
Absent	2

Group voting result

Group	Yes	Absent
No group	22	0
Total result	22	0

Individual voting result

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()	X			
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()				X
Stidham, Gary ()				X
Vanover, Zane ()	X			
Ward, Travis ()	X			

RESOLUTIONS

June 20, 2024

OLD BUSINESS

Item 1 Resolution No. 2024-04-12
Sponsors: Vanover/Mean

WITHDRAWN

RESOLUTION TO APPROVE VACATING AND QUITCLAIMING RIGHT-OF-WAY TO ERNEST E. WILLIAMS JR FOR AN UNOPENED RIGHT-OF-WAY PLATTED AT HICKS AVENUE LOCATED AT THE INTERSECTION OF 4244 BLOOMINGDALE ROAD.

NEW BUSINESS

Item 2 Resolution No. 2024-06-02
Sponsors: Glover/Vanover

APPROVED

RESOLUTION TO REQUEST THE ADOPTION OF THE AMENDED SULLIVAN COUNTY PURCHASING POLICIES AND PROCEDURES.

Item 3 Resolution No. 2024-06-03
Sponsors: Glover/King

APPROVED

RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF SULLIVAN TO NEGOTIATE AND ACCEPT FROM BELL TEXTRON, INC., A MANUFACTURER LOCATED IN THE TRI-COUNTY INDUSTRIAL PARK, A PAYMENT-IN-LIEU OF TAX AGREEMENT (PILOT AGREEMENT) TO ENABLE THE COMPANY'S EXPANSION OF ITS FACILITIES AND MANUFACTURING.

Item 4 Resolution No. 2024-06-04
Sponsors: Ireson/Locke

APPROVED

RESOLUTION TO AMEND THE 2023-2024 SCHOOL NUTRITION BUDGET FOR VARIOUS ACCOUNT SERIES MENTIONED BELOW.

Item 5 Resolution No. 2024-06-05
Sponsors: Ireson/Locke

APPROVED

RESOLUTION TO AMEND THE 2023-2024 GENERAL PURPOSE SCHOOL BUDGET FOR VARIOUS ACCOUNT SERIES MENTIONED BELOW.

Item 6 Resolution No. 2024-06-06
Sponsors: Ireson/Locke

APPROVED

RESOLUTION TO AMEND THE FY 2024 SUMMER LEARNING CAMPS GRANT BUDGET IN THE GENERAL PURPOSE SCHOOL FUND.

CONTINUED NEXT PAGE



Item 7 Resolution No. 2024-06-07

APPROVED

Sponsors: Ireson/Locke

RESOLUTION to APPROVE AN EXPENDITURE/APPROPRIATION FROM THE SULLIVAN COUNTY BOARD OF EDUCATION GENERAL PURPOSE SCHOOL FUND UNDESIGNATED FUND BALANCE FOR THE PURCHASE AND INSTALLATION OF LIGHTING AT THE SULLIVAN EAST HIGH SCHOOL SOFTBALL FIELD, BASEBALL FIELD, FOOTBALL FIELD AND TENNIS COURTS.

Item 8 Resolution No. 2024-06-08

APPROVED

Sponsors: Calton/Pierce

RESOLUTION TO AMEND THE SULLIVAN COUNTY ARPA FUND FOR THE 2024 FISCAL YEAR TO REFLECT THE FUNDS FOR THE TENNESSEE WATER INFRASTRUCTURE INVESTMENT PROGRAM FUNDING AND APPROPRIATIONS IN THE AMOUNT OF \$9,637,382.52.

Item 9 Resolution No. 2024-06-09

APPROVED

Sponsors: Calton/King

RESOLUTION TO AMEND THE GENERAL FUND 2024 FISCAL YEAR BUDGET TO COMPLETE AN ORDERLY PROCESS OF FINISHING THE FISCAL YEAR OPERATIONS DUE TO THIS BEING THE FINAL COMMISSION MEETING.



Sullivan County
Board of County Commissioners
244th Annual Session

OLD BUSINESS
Item 1
Resolution No. 2024-04-12

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of April 2024.

RESOLUTION TO APPROVE VACATING AND QUITCLAIMING RIGHT-OF-WAY TO ERNEST E. WILLIAMS JR FOR AN UNOPENED RIGHT-OF-WAY PLATTED AT HICKS AVENUE LOCATED AT THE INTERSECTION OF 4244 BLOOMINGDALE ROAD.

WHEREAS, the Sullivan County Regional Planning Commission reviewed the request during their April 18, 2024 regular meeting, to close the unopened platted right-of-way referred to as Hicks Avenue; and

WHEREAS the original subdivision development plans and plat, found in Plat Book 2, Page 65B of 1938 illustrated a future roadway named as Hicks Avenue described as being 25 feet wide and referred to within Mr. Williams deed book 210C, page 865; and

WHEREAS all the surrounding landowners of this unopened street have agreed to this request and have signed the Waiver of Interest and Release of Damages form; and

WEREAS, the original plat and updated survey have identified this unopened street however is not illustrated on the property assessment map nor the County Road Atlas; and

WHEREAS this property is located within the 10th Civil District and the 6th Commission District; and

WHEREAS these requests have been reviewed by the Sullivan County Highway Commissioner's office, Planning Department, and the Sullivan County Regional Planning Commission.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby abandons and interest in the platted but unopened 25-foot Hicks Avenue rights-of-way to Mr. Ernest Williams, adjacent landowner at 4244 Bloomingdale Road, Kingsport, and authorizes the County Attorney to draft the appropriate quitclaim deed to the applicant.



This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this _____ day of _____ 2024.

Attest: _____

Approve: _____

Teresa Jacobs, County Clerk

Richard S. Venable, County Mayor

**Sponsored by: Zane Vanover,
Prime Co-Sponsor(s): Jessica Means, Darlene Calton**

2024-04-12 ACTION: Introduced and placed on First Reading during Regular Session on April 18, 2024. Deferred by sponsor at Regular Session on May 16, 2024. At June 13 Work Session, sponsor announced plans to withdraw resolution from the floor at Regular Session of June 20, 2024

06/20/24 Withdrawn by Sponsor



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Sullivan County
Board of County Commissioners
244th Annual Session

New Business
Item 2
Resolution No. 2024-06-02

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 13th day of June 2024.

RESOLUTION TO Request the Adoption of the Amended Sullivan County Purchasing Policies and Procedures.

WHEREAS, the Sullivan County Purchasing Policies and Procedures were presented to the Sullivan County Financial Management Committee on June 11, 2024, and;

WHEREAS, the Office of the Sullivan County Purchasing Agent is governed by the Sullivan County Financial Management System of 2020, Private Chapter No. 46, and;

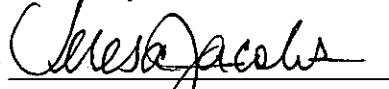
WHEREAS, the amended Sullivan County Purchasing Policies and Procedures Manual replaces all previous versions.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby approves the amended Sullivan County Purchasing Policies and Procedures.

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 20th day of June, 2024.

Attest:


Teresa Jacobs, County Clerk


Richard S. Venable, County Mayor

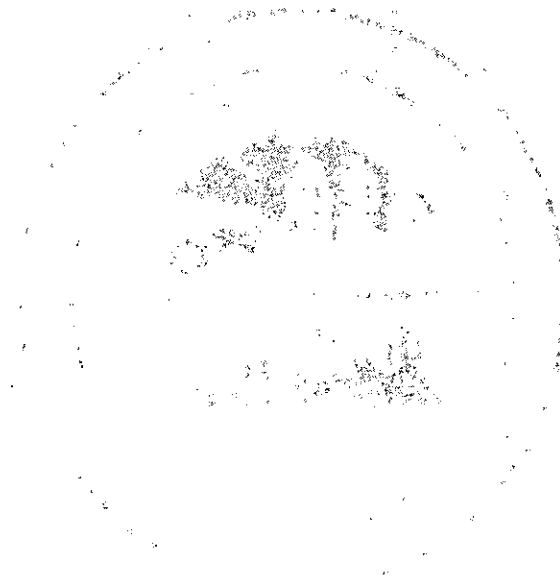
Sponsored By: Commissioner: Hershel Glover

Co-Sponsor(s): Commissioner: Zane Vanover, Larry Crawford

2024-06-02 ACTIONS: 06/13/24 Introduced at Work Session. 06/20/24 Approved on Consent 22 Yes, 2 Absent



SULLIVAN COUNTY PURCHASING POLICIES AND PROCEDURES



SULLIVAN COUNTY, TENNESSEE
www.sullivancountytn.gov

Distributed to commission
at work session, June 13, 2024

PURCHASING POLICIES AND PROCEDURES

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This document contains the Sullivan County Government's purchasing policies and procedures as presented to the Sullivan County Finance Committee.

If you have questions or need assistance, please contact the Purchasing Department at 423-323-6400.

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I. INTRODUCTION

This manual provides the Purchasing Policies and Standard Practice Instructions for Sullivan County, Tennessee. Policies and procedures for purchasing for the county shall be established by the Sullivan County Financial Management Committee, upon receiving the recommendations of the purchasing agent.

Sullivan County is a government municipality within the State of Tennessee. The Office of the Sullivan County Purchasing Agent is governed by the Sullivan County Financial Management System of 2020, Private Chapter No. 46. The county mayor appoints the purchasing agent with a simple majority approval of the county legislative body. The Sullivan County Financial Management System of 2020 provides for the appointment of a Financial Management Committee to whom the central purchasing department shall be responsible to.

Procurement of materials and services are the direct responsibility of the Sullivan County Purchasing Agent. For purchases of materials and/or services which are in excess of \$50,000.00, a "sealed" bidding process must be followed which allows all interested potential bidders the opportunity to provide a written and sealed bid for the requested materials and/or services. For purchases of materials and/or services which are between \$20,000.00 and \$49,999.99, "quotation requests" are issued to no less than three separate vendors or suppliers, whenever possible; however, the more formal bidding process does not apply unless deemed desirable due to a highly competitive market. For purchases of materials and/or services which are between \$10,000.00 and \$19,999.99 in value, the Department Head (or designee) shall submit a quote or proposal with their requisition to the Purchasing Department for evaluation before a purchase order is issued by the Purchasing Agent (or designee). For purchases of materials and/or services which are less than \$9,999.99 may be purchased in the open market.

By resolution, the County Commission approved changes in the formal and informal bid limits, approved selling surplus property on the internet and using Cooperative Purchasing Agreements.

This manual shall not be in conflict with any State or Federal laws, but it will be used as a supplement by providing further detailed policies and procedures for the operations of the Sullivan County Purchasing Department.

SUPPLEMENTAL PURCHASING POLICIES

As the need arises for supplemental, departmental and/or operational policies and procedures to this manual, the Purchasing Agent will draft the policy and submit it to the Financial Management Committee for review and approval. Upon the approval by the Financial Management Committee, the policies and procedures shall be made available for the use of all officers and employees of the county involved with purchasing.

FUNCTIONS & RESPONSIBILITIES

A. SULLIVAN COUNTY FINANCIAL MANAGEMENT COMMITTEE

It shall be the duty of the Financial Management Committee to assist the Purchasing

Agent in the determination of overall purchasing policies and procedures, but the actual administration of all purchasing shall be the responsibility of the Purchasing Agent. The county mayor shall be responsible for ensuring the purchasing agent complies with the purchasing policies and procedures adopted by the Sullivan County Financial Management Committee.

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B. COUNTY PURCHASING AGENT

The County Purchasing agent shall comply with Tennessee Laws, policies stated herein and practices within the purchasing profession in all procurement activities made for the county.

The County Purchasing Agent shall have exclusive power and it shall be his/her duty:

1. To contract for and purchase all supplies, materials, equipment, contractual services, professional services, leases/rentals, and construction projects for all Sullivan County Departments, including the Department of Education. The rules and regulations which govern the Office of the County Purchasing Agent apply to all expenditures of budgeted public funds for public purchasing, irrespective of the source of such funds. No other official, employee or agent of the county or any of its departments or agencies shall be authorized to contract for or purchase any such materials, supplies, equipment or contractual services except as otherwise noted herein.
2. To transfer materials, supplies and equipment to or between county departments and agencies as may be needed for the proper and efficient administration of the county government.
3. To have charge of any central storeroom, central receiving and central mailing room or similar service for Sullivan County Government only.
4. To handle the sale of surplus properties, supplies and materials.

II. MISSION STATEMENT AND OBJECTIVES

A. Mission Statement:

1. Our mission is to provide professional services to acquire quality goods and services in the most cost effective, efficient and timely manner, while adhering to all applicable procurement legislation, for County Departments and the Department of Education.

B. Objectives:

1. Conform with all laws and regulations affecting purchasing for the County.
2. Purchase supplies and services for the various County departments at an economical price.
3. Purchase supplies and services in the quality that is best suited to the interest of the County.
4. Purchase supplies and services on a timely basis to avoid interruptions to services provided by the County.

5. Assist all levels of the County government in reaching responsible, cost-effective decisions in the procurement of supplies for County use.
6. To promote effective competition among prospective suppliers of commodities and services.
7. Select sources of supply on a fair and open competitive basis.
8. Promote goodwill, transparency, and clear communication in County-vendor relations and intra-County relations relative to purchasing.
9. Encourage public confidence in the procurement process by conducting purchasing in a fair, open, transparent, and ethical manner.

III. GENERAL POLICIES

BUDGET ACCOUNTABILITY

Elected Officials and Department Heads are directly responsible for their respective budgets. Requisitions submitted in Skyward workflow are approved by the Department Head and Accounting before progressing to the Purchasing Department.

When budgeted amounts are unavailable or expended, Purchasing may not authorize additional expenditures. Purchasing shall not be responsible for securing additional appropriations for any purchase or taking items to the Budget Committee for approval.

IV. PURCHASING PROCESS

1. The user department determines a need for supplies or services.
2. User submits a purchase requisition through Skyward prior to receiving an invoice. The Purchase Order must be received by the department and vendor before the order can be placed.
3. Accounting checks to see if funds are available. If not available, the requisition is rejected back to the department. The requisition is not forwarded to purchasing until notification of available funds.
4. Purchasing will check the requisition to see if it is accurate. If not accurate, the department is contacted for clarification. The requisition must include sufficient detail and required contract information, or grant documentation.
5. If funds are available and the requisition is accurate, purchasing determines whether regulations require bids to be solicited.
 - a. If the purchase is over \$10,000 up to \$19,999.99, it is considered a small purchase and requires one quote or proposal be submitted by the user department and submitted to the Purchasing Department for evaluation. The user department will assist the Purchasing Department in finding two additional informal competitive quotes.
 - b. Three competitive formal quotes are required for purchases over \$20,000 up to \$49,999.99 (all purchases unless it qualifies as a noncompetitive/sole source procurement).
 - c. Purchases \$50,000 or more must follow full and open competition purchasing procedures through the Sealed Bid process.

6. Bids are received, tabulated, and evaluated by purchasing personnel and a recommended bidder is approved by the Purchasing Agent.
 - a. If not approved, the following options apply:
 - i. Another bid is approved,
 - ii. No bids are accepted, and the purchase is not completed, or
 - iii. Purchasing will solicit bids again.
 - b. If the bid is approved, Purchasing converts the requisition to a purchase order.
7. After the requisition is converted to a Purchase Order,
 - a. Purchasing provides the PO to the vendor and places the order.
 - b. Vendor supplies the ordered goods or services to Central Receiving or Akard Service Center.
 - c. Vendor submits the invoice to the finance department.
8. After the user department receives their goods from Central Receiving or the Akard Service Center the user department inspects the goods or services to see if specifications have been met. If they have not been met, Purchasing is notified via email, and the goods are returned to the vendor and/or he is otherwise directed to comply with the order.
9. If the specifications have been met, the department signs the invoice for the finance department. Sullivan County is tax exempt and should not pay any taxes the vendor may add to the invoice.
 - a. If tax is submitted on an invoice, justification must be attached explaining why tax was included.
 - b. An exception is hotel tax and reimbursements.
10. Finance verifies that the purchase order and invoice coincide and processes the invoice for payment.
11. For goods that are no longer needed, see the **SURPLUS PROPERTY** section of this policy.

V. EXCEPTIONS TO THE STANDARD PURCHASING PROCESS

COOPERATIVE PURCHASING AGREEMENTS

1. **Per TCA § 12-3-1205**, Notwithstanding any other law to the contrary, any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one (1) or more other local governments in accordance with an agreement entered into between the participants. Notwithstanding any other law to the contrary, any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, or with an agency of the United States, to the extent federal law permits the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided such goods, supplies services, or equipment were procured in a manner that constitutes competitive bidding and

were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.

- A. This does not apply to purchases of new or unused motor vehicles, unless the motor vehicles are manufactured for a special purpose as defined in § 12-3-1208. Motor vehicle does not include a farm tractor, mower, earth-moving machinery, construction machinery, or other similar machinery or equipment;
 - B. Purchases of construction, engineering, or architectural services, or construction materials;
 - C. Purchases of fuel, fuel products, and lubricating oils.
2. Sullivan County Commission authorized the use of cooperative purchasing agreements with **Sullivan County Resolution NO. 2020-01-05.**

NONCOMPETITIVE PROCUREMENT (including Single Source and Sole Source)

There may be circumstances in which noncompetitive procurement must be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- 1. The procurement is for a purchase of \$9,999.99 or less.
- 2. The item is available only from a single source or sole source.
 - a. A single source is one of the multiple sources that can produce the desired goods/services, but it is the one source that is selected without competition for compelling and justifiable reasons. Reasons may include (but are not limited to) continuation of an ongoing service procured previously or an addition to a critical system already procured from that supplier. For example, maintenance of software, geographical service area, etc.
 - b. A sole source is the only source available that can produce the desired goods/services because of exclusive control of patent rights, copyrights, proprietary processes, or similar circumstances.
- 3. The public necessity or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation. As stated in the Exceptions to Normal Purchasing Process section above, Tennessee Code Annotated section 5-14-110 authorizes Purchasing "... without filing requisition or estimate, any supplies, materials, or equipment for immediate delivery in actual emergencies arising from unforeseen causes..." Emergency purchases are made to protect the public health, welfare, or safety of citizens or when immediate repair is necessary to prevent further damage to public property, machinery, or equipment. See EMERGENCY PURCHASES.
- 4. For purchases using Federal grant funds in whole or in part, Sullivan County seeks and receives express written permission from the Federal funding agency to use noncompetitive procurement. The Requesting Department is responsible for obtaining written approval from the Federal awarding agency and must attach this written approval to the requisition, along with the grant award, if applicable.

5. After solicitation of a number of sources, competition is determined inadequate.

It is the responsibility of the requesting department to work with the Purchasing Agent to properly justify a noncompetitive procurement. The Purchasing Agent will always seek alternate sources for goods and services before using this method and will document the file to support the use of noncompetitive procurement.

EMERGENCY PURCHASES

Tennessee Code Annotated § 5-14-110 authorizes Purchasing "... without filing requisition or estimate, any supplies, materials, or equipment for immediate delivery in actual emergencies arising from unforeseen causes..." Emergency purchases are made to protect the public health, welfare or safety of citizens or when immediate repair is necessary to prevent further damage to public property, machinery, or equipment.

A report of an emergency purchase shall be made using an "Emergency Form", by the department head or their designee describing the circumstances of the emergency, the personal property or services purchased, and the amounts to be charged against the operating budget of the department. Such emergency purchase reports shall be submitted to the purchasing agent as soon as is reasonably possible following the date of such purchase by the department head and such report shall be provided by the purchasing agent to the Sullivan County Finance Committee.

Abuses of this procedure will be investigated and if necessary, the use of emergency purchasing procedures can be revoked by the Sullivan County Finance Committee. The county shall not be liable for the payment of any purchase not made according to these provisions unless specifically approved by the Sullivan County Finance Committee.

VI. CONTRACTING FOR PROFESSIONAL SERVICES

1. **Non-federal** contracts for legal services, auditing services by certified public accountants, and similar services by professional persons or groups of high ethical standards shall not be based solely on price but shall be awarded based on recognized competence and integrity. **TCA § 5-14-108(a)(2)**
2. **Use of Architect & Engineer**

Reference TCA 62-2-107 – Employment of licenses on public works – Extended public works.

Per T.C.A. § 62-2-107, nothing shall prevent any awarding authority, public or private, from requiring the services of a registered architect, engineer, or landscape architect for any project.

Public works projects must have plans, specifications and estimates prepared by registered design professionals when they are greater than \$50,000.00 and/or whenever the structural, mechanical, or electrical system of the project is altered.

- a. Plans and specifications for any public works construction or maintenance project that exceeds \$50,000.00 shall be prepared by a registrant. Notwithstanding the above, a registrant is also required for projects under

\$25,000.00 if the structural, mechanical, or electrical system of the project is altered.

- b. Drawings and specifications must be prepared by a registered architect or engineer whenever an existing building space is 5,000 square feet or greater.
- c. Landscaping associated with new and existing construction of buildings over 5,000 square feet or greater than two stories require the use of a registrant. For non-building/landscape related projects where the improvements are greater than 5,000 square feet in area, a registrant is required.
- d. For roof replacements or re-roofs on existing buildings, a qualified registrant is required of all buildings in excess of 5,000 square feet or more than two stories. When a roof is replaced, structural loads during and after installation can change, energy requirements may be affected, drainage conditions can change, etc.
3. For **federally funded** projects using federally funded architectural/engineering (A/E) professional services that are anticipated to exceed \$250,000 per contract (compliant with 2 CFR 200.320(b)(2)(iv), Sullivan County will solicit competitive proposals using a qualifications-based procurement whereby offerors' qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

VII. GOODS OR SERVICES PURCHASED FROM OTHER GOVERNMENTS

1. Sullivan County may use the GSA Multiple Award Schedule (MAS) Contract vehicle for purchase of some commercial products and services. "The County may purchase materials, supplies, commodities and equipment from any federal, state or local governmental units or agency, without conforming to the competitive bidding requirements..." TCA § 5-14-108(b)
2. **GSA Purchasing**
- a. **Cooperative Purchasing** – Access to information technology and law enforcement and security solutions, identified by Special Item Number (SIN) in support of everyday missions.
- b. **Disaster Purchasing** – Access to all MAS available offerings under Schedule (consolidated MAS and all legacy Schedules) for emergency/disaster preparation, emergency/disaster response, or major disaster recovery in support of a Stafford Act declaration from the President.
- i. Disaster Purchasing Program Mandatory Order Language "This order is placed under GSA Schedule number "insert number here" under the authority of the GSA Disaster Purchasing program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack."
- ii. FEMA has separate guidance related to State and Local Schedule Purchasing under the Disaster Purchasing Program. There may be other FEMA exceptions FEMA under public health emergency declarations. Sullivan County Purchasing must contact EMA, FEMA, HHS, or other

Federal agencies to understand what requirements, if any, are waived during a declared disaster situation.

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- c. **Public Health Emergency (PHE)** – Access to all offerings on Schedule (consolidated MAS and all legacy Schedules), when expending Federal grant funds in response to Tennessee Code Annotated section 5-14-108 states that “all purchases of and contracts for purchases of supplies, materials, equipment and contractual services, and all contracts for the lease or rental of equipment ...shall be based whenever possible on competitive bids.”

VIII. EXEMPTIONS FROM PURCHASE ORDERS

The following items will not require a purchase order. This process is used for intangible services. They qualify for payment with a CHECK REQUEST (a Skyward process).

1. **Advertisement/Legal Notices:** Payments for legal notice publications.
2. **Audit Services:** Payment for individuals performing these services.
3. **Bank Services:** Stop payments, wiring fees, and any miscellaneous charges associated with banking.
4. **Bonds and Insurance:** Elected Official bonds, deputy bonds, surety bonds, notary applications, and insurance payments.
5. **Debt Service Payments:** Principal and interest on outstanding debt and any associated fees.
6. **Dues and Memberships:** Dues and membership fees for professional organizations.
7. **Travel for Employees**
8. **Medical Bills** and prescriptions for inmates.
9. **Medical Bills** and prescriptions for canine.
10. **Freight/Shipping/Labor charges**
11. **Inter-department billings:** Payment to another county department (i.e. to County Clerk for notary or license plates; from Schools Central Office funds to individual school funds)
12. **Interpreters:** Payment for individuals performing these services.
13. **Jury/Poll-workers:** Payment for individuals performing these services.
14. **Legal fees for attorney**
15. **Other Governmental Entities:** Payments to Federal, State, and Local Government entities.
16. **Payroll reimbursements:** Refunds to employees for payroll deductions.
17. **Postage:** Payment to the United States Postal Service, FEDEX, UPS, etc.
18. **Publications and Subscriptions:** Subscriptions to periodicals, newspapers, etc.
19. **Contributions and Reimbursements**
20. **Tuition**
21. **Refunds:** EMS, building permits, inspections

IX. PURCHASE METHODS

It is the policy of Sullivan County to purchase goods and services based whenever possible on competitive bids. Bids allow the County to take advantage of the resultant increase in competition and decrease in prices for goods and services. All purchases competitively bid shall be awarded to the lowest responsible and responsive bidder, taking into consideration the quality

of the personal property or services to be supplied, their conformity with specifications, their suitability to the requirements of the county and the delivery terms.

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MICRO PURCHASES

1. On purchases of items costing less than \$9,999.99, the purchase is considered a micro purchase and can be made in the open market as follows:
 - \$0.00 - \$5,000 – A receipt/invoice is submitted by user department with a requisition.
 - \$5,000 - \$9,999.99 – A quote is required for Purchasing approval with the requisition. Requisition approval followed by issuance of purchase order.

SMALL PURCHASES

1. On purchases of items costing between \$10,000 - \$19,999.99, the purchase is considered a small purchase and the process is as follows:
 - Requires one quote or proposal with the requisition to be submitted by the user department to the purchasing department for evaluation.
 - The user department will work with Purchasing to obtain two additional informal quotes or proposals.
 - Requisition approval followed by issuance of purchase order by Purchasing Agent

FORMAL QUOTES

1. On purchases of items costing between \$20,000 - \$49,999.99, the purchase process is handled by the purchasing department as follows:
 - The process requires competitive formal sealed quotes or proposals solicited by the purchasing department to qualified vendors (minimum of 3).
 - The Invitation to Quote (ITQ) will be sent to prospective bidders via electronic online bidding system.
 - Purchasing will evaluate the quotes/proposals submitted.
 - Requisition will be entered into Skyward, and contract executed by purchasing.
 - After requisition approval a purchase order will be issued by the Purchasing Agent.

FORMAL SEALED BIDS

Sealed bids will be solicited when deemed possible by the Purchasing Agent for goods or services estimated to cost over \$50,000. Requisitions for items estimated to cost more than \$50,000.00 will not be subdivided to circumvent the sealed bid requirement.

Items which can only be procured from one source shall not be based on sealed bids. The Purchasing Agent shall, however, routinely seek alternate sources or alternate products for sole source items. At the discretion of the Purchasing Agent, solicitations may include requests for option year pricing, with the number of option years not to exceed five (5) years on any solicitation.

1. Invitation to Bid

- a. Purchasing will prepare an Invitation to Bid package (ITB) and
 - i. may require a scope of work from the requesting department
 - ii. reserves the right to include other cooperative departments or agencies and other anticipated use
- b. The ITB will contain all terms and conditions of the bid, specifications and quantities to be purchased, and any other information which will assist the bidder in bidding prices on items or services to be purchased.
 - i. The ITB will be sent to prospective bidders via the electronic online bidding system.
 - ii. A bidders list will be maintained by Purchasing's electronic online bidding system for all major commodity classifications.

2. Public Notice (Tenn. Code Ann. § 5-14-108)

- a. All sealed bids will be given public notice at least five days prior to the final date for submitting bids. The notice will include a general description of the items or services to be purchased, where bid forms and specifications may be obtained, and the time and place of the bid opening.
- b. Notice may be provided by advertisement by public notice in a newspaper of county wide circulation.
- c. The Purchasing Agent reserves the right to determine a reasonable notice for all ITB's.

3. Bid Bonds and Performance Bonds

- a. For non-Federally funded projects the minimum requirements are as follows:
 - i. No contract shall be let for any public work until the contractor shall have first executed a good and solvent bond to the effect that the contractor will pay for all the labor and materials used by the contractor, or any immediate or remote subcontractor under the contract, in such contract, in lawful money of the United States. The bid bond shall be for 5% (five percent) of the contract price on all contracts in excess of \$50,000 (fifty thousand dollars).
 - ii. Additional bonding requirements may be placed on certain procurements at the Purchasing Agent's discretion based on the nature and circumstances of the procurement.
- b. For Federal construction over \$50,000, or facility improvement contracts or subcontracts exceeding Sullivan County's \$50,000 acquisition threshold, the minimum requirements must be as follows:
 - i. A bid guarantee from each bidder equivalent to 5% (five percent) of the bid price. The *bid guarantee* must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- ii. A performance bond on the part of the contractor for 100% of the contract price. A *performance bond* is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- iii. A payment bond on the part of the contractor for 100% of the contract price. A *payment bond* is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

4. Retainage Policy

- a. For Federally funded and non-Federally funded (local or state), per TCA § 66-34-103-104, for any contract \$500,000 or over, for the improvement of real property.
 - i. TDOT funding is exempted from Retainage.
- b. A **maximum** of 5% of the contract price may be retained.
- c. That retained amount must be deposited in a separate, interest-bearing, escrow account with a third party which must be established upon the withholding of any retainage.
- d. Requires vendor's compliance to open retainage account.
- e. The County will follow established internal procedures for processing retainage payments.

5. Bid Receipt and Tabulation

- a. All bids shall be kept secure prior to the public opening.
- b. All manual bids received by Purchasing shall be date/time stamped and kept in a secure location prior to opening. When the prescribed time and date for the bid opening arrives, the bids will be publicly opened and recorded by Purchasing.
- c. Electronic Bid files submitted online, via the online bidding system used by the County will have an electronic date and time receipt and will be locked by the software, opened only in the online bidding system at the close of the Bid.
- d. Bid Tabulation will be provided to requesting bidders and bid attendees, per TCA § 5-14-108(i).
- e. The Purchasing Department does not accept Bids via email or fax.

6. Award of Sealed bids

- a. The Purchasing Department will study the bids for conformance with terms and specifications and award the contract. The contract shall be awarded to the vendor(s) whose bid is the most advantageous to the County. Whenever

the award is not given to the lowest bidder, the reason shall be documented and placed in the bid file.

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- b. For Federally funded projects, a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, lead time, and life cycle costs must be considered in determining which bid is lowest.
- c. After opening the Bid and prior to award, any bid or proposal may be rejected in whole or in part when it is in the best interest of the County. Reasons may include but not be limited to: (a) the bidder is non-responsive, (b) bid does not meet the specifications, (c) prices exceed available funds (d) the pricing is not reasonable based on other available information in the marketplace (e) the supplies or services are no longer needed. Reasons for rejection must be documented in the procurement file.
- d. For any bid ties (only for purchasing of goods and construction), the County will use the "flip a coin" method at a meeting with both vendors present. This will only occur after a re-evaluation of all bid line items.
- e. For any grievance by a vendor against the County's purchasing system, see the "BID PROTEST POLICY".

X. PURCHASE ORDER PROCEDURES

A purchase order is written evidence of a contractual agreement between the County and a merchant that includes pertinent items: vendor's name, issuance date, prices, delivery dates, and other relevant information. Unless explicitly exempted in this document by a Check Request, the County must issue a purchase order before any commitments to purchase are made, items or service ordered, or contract signed.

REQUESTING A PURCHASE ORDER

To request a purchase order, an authorized individual (Elected Official, Department Head, or the approved designee) must properly complete a requisition in the County's enterprise resource planning system – currently Skyward. See SKYWARD INSTRUCTIONS for details.

1. An adequate description must be supplied to determine that the purchase is authorized by state statute, has met all statutory requirements (i.e., bidding or emergency purchases, as applicable), and is for the public good.
 - a. A vendor must exist in the system. To determine if a vendor exists and what, if any, actions to take, see "VENDORS". To add a new vendor, submit an email request to Purchasing with an attached W-9.
 - b. Attach supporting documentation to the requisition in Skyward with the purchase details and cost. If the exact cost is not known, a reasonable estimate or quote must be attached to the requisition.

- c. There must be adequate unencumbered funding available in the appropriate line-item(s).
 - d. Purchase orders can only be issued for one vendor per purchase order.
2. Purchase Orders will be issued within a week of the request being made.
- a. PO's could be delayed based on lack of back-up documentation included but not limited to: Sole Source letter(s), contract review, formal bid process, grant information, or other justification.
 - b. Properly completed and documented requisitions will generally be processed within 24 hours, once received by the Purchasing Department. If it is an emergency, but during business hours, indicate this in the requisition's first description field and notify Purchasing.

PURCHASING THRESHOLDS

1. Per TCA § 12-3-1212, "the threshold was increased over which public advertisement and sealed competitive bids or proposals are required to an amount not to exceed fifty thousand dollars (\$50,000) for nonemergency, nonproprietary purchases", with purchases not requiring competitive quotes or bids to be increased to 40% (forty percent) of that amount.
 - a. Sullivan County Commission approved use of the increase with Sullivan County Resolution No. 2022-08-69 to increase threshold.

BLANKET (MONTHLY OPERATIONAL) PURCHASE ORDER

To minimize any hardships in complying with the purchasing procedures, departments are authorized to utilize blanket purchase orders in certain instances.

1. Blanket purchase orders are for routine items only (e.g., office supplies, maintenance supplies, and similar items) and are not for purchasing fixed assets.
2. The maximum per item at the same place of business during a month shall not exceed five hundred dollars (\$500) per item or twenty-five hundred dollars (\$2,500) total per month.
3. Issuance of an annual purchase order number is required, reflecting the dollar limits allowable per item, per month and annually.
4. Each department is responsible for monitoring expenditures against blanket purchase orders and for ensuring the authorized amounts are not exceeded. The blanket purchase order must be for a defined period, not to exceed June 30th, and will liquidate at the end of the fiscal year. Encumbered balances will not carry forward to a subsequent fiscal year.

CREDIT CARD PURCHASES

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The Purchasing Department has established policies and procedures to be utilized by all County user departments. All credit card transactions must have prior approval from the Purchasing Agent or Finance Director. Per the County Employee Handbook Policy, any employee who is designated to use any type of procurement/credit card must sign the Procurement/Credit Card Policy Cardholder Agreement.

Procurement Credit cards are used in the Purchasing Department by authorized personnel for the isolated purchases whenever a vendor will not accept a formal purchase order or any other form of order for the purchase of materials and/or supplies required by a department or agency within the County organization. The procurement officers securing such materials and/or supplies must issue a purchase order from the appropriate account at the time of the transaction to match the charges at the end of each billing cycle. Standard Purchasing Policies and Procedures shall not be violated nor circumvented when using a credit card.

Travel

Credit cards are used for out of county travel expenses. Credit cards are issued to Department Officials and/or Directors and authorized employees for travel related expenses. Credit limits are established by the Purchasing Agent. 'Generic' travel credit cards are maintained by the Finance Director, Mayor and Purchasing Agent for the Officials and/or Directors that choose not to retain a travel credit card and can be checked out for use as needed for their travel accommodations.

Fuel

Fleet fuel accounts are established with vendor(s) for fleet fuel purchases. Fuel fleet cards are issued to employees who drive County owned vehicles.

Procurement Account Cards (Wholesaler/Retailers)

The Purchasing Department retains wholesaler/retailer cards for local vendors in the Purchasing Department that departments can check out as needed for low dollar supplies and/or materials. Departments must issue a purchase order for the transaction.

PURCHASE ORDER CANCELLATIONS

If for any reason, a purchase will not be completed, email the purchasing department immediately. Purchasing will cancel the purchase order and unencumber the requested amount during the current fiscal year.

PURCHASES EXCEEDING PURCHASE ORDER LIMIT

In some instances, the amount of the purchase may exceed the amount of the purchase order, and a notice of correction form will need to be submitted to the Purchasing Department.

1. With adequate justification and documentation of why an overage occurred, expenditures may exceed the purchase order by the lesser amounts presented below, without any additional approval. However, such overages cannot result in a change in scope for bid items, make the item biddable (over annual dollar threshold), or be the result of additional purchases not on the purchase order.
 - a. The unencumbered balance in the appropriate line-item or
 - b. 10% of the purchase price, or
 - c. Increase of \$50 or less, no matter the original purchase price

- 2. Construction projects may have a contingency built-in for unforeseen changes to the scope of work.
 - a. The contingency amount will be included in the lump sum base bid and listed as a line item on the Schedule of Values.
 - b. Use of the contingency is not automatic and the request for a change order to the contract amount requires support documentation provided to Purchasing.
 - c. Prior to release of retainage the remaining contingency funds not utilized on the project will be credited back to the county.

XI. TERM CONTRACTS

The Purchasing Department has established numerous types of these purchase arrangements. The Purchasing Agent will determine which items to place on a term bid based on repetitive/recurring requests and/or to combine requests from several user departments to obtain more competitive pricing for all departments for products and/or services requested during the operating budget year by County user departments. Purchasing will establish discounts off shelf/catalog price or specific unit prices for a given time with various vendors for those items specified. Each affected department will purchase from these vendors when contract items are needed.

XII. LEASE – LEASE PURCHASES

All lease/lease-purchase agreements requested by the acquiring departments must be approved by resolution or other means as required by the State of Tennessee Comptroller’s Office. Because of continually changing requirements the office of the Finance Department is the best resource to be aware of the most up to date requirements.

XIII. SURPLUS PROPERTY

- 1. The Purchasing Agent will perform the duties regarding the transfer or dispositions of surplus, obsolete, scrap or unusable tangible personal property as set forth in the Sullivan County Financial Management System of 2020 (Private Chapter No. 46). To notify the Purchasing Agent of surplus supplies or materials, the user department shall be responsible for supplying written detailed information to the Purchasing Agent concerning any/all requests for the Disposition of Sullivan County Property. Pursuant to TCA 12-2-403, no article or personal property may be disposed of as surplus except by one (1) of the following methods:
 - (1) Public Auction, publicly advertised and held;
 - (2) Sale under sealed bids, publicly advertised, opened, and recorded;
 - (3) Sale by internet auction;
 - (4) Negotiated Contract for Sale (instances which property is recurring such as marketable waste products, etc.)
 - (5) Trade-in (due to nature of property or equipment replacement)
 - (6) Sale or transfer of certain surplus personal property to be disposed of in a method consistent with prevailing law and in the best interest of the County.
- 2. Surplus personal property may be transferred to or between county agencies by a written request to the Purchasing Agent and approval by the Sullivan County

Finance Committee. However, a county department head shall not be required to transfer any item of personal property in his or her custody without his or her consent except in an actual emergency or disaster.

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REAL PROPERTY

1. Any real property under the ownership of any Sullivan County Department cannot be declared surplus, sold or ownership transferred without a request being approved by the Sullivan County Finance Committee. The Sullivan County Financial Management Committee shall make recommendations to the county legislative body regarding whether the real property requested to be declared surplus should be kept, its use changed, sold, or otherwise disposed of, and shall make a recommendation as to the proper use or disposition of the property to the county legislative body, which shall make the final determination as to the use and disposition of all county real property not titled to or leased by the county board of education. The county legislative body shall make the final determination as to the disposition of all real property titled, including property assigned to the board of education.
2. Real property disposition can be disposed by public auction, sealed bids and/or internet with proper advertisement in a local newspaper at least five days prior to the sale.

Adopted by Finance Committee 1/9/24

XIV. FEDERALLY FUNDED PROCUREMENTS

Procurements funded wholly or partially from Federal funding sources will adhere to the following, based on 2 CFR 200.318:

1. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - a. Placing unreasonable requirements on firms in order for them to qualify to do business (for example, having an office in the County, or requiring unnecessary licensing or certifications).
 - b. Requiring unnecessary experience and excessive bonding beyond what is required for construction projects or to secure the federal funding.
 - c. Noncompetitive pricing practices between firms or between affiliated companies.
 - d. Noncompetitive contracts to consultants that are on retainer contracts. The County may have consultants on retainer, but they must have competitive quotes or full competition, even if the contract amount is below the \$20,000 threshold.
 - e. Organizational Conflict of Interest – means that because of relationships with a parent company, affiliate, or subsidiary organization, the County is unable or

appears to be unable to be impartial in conducting a Federal award action involving a related organization.

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- f. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement.
- g. Any arbitrary action in the procurement process, and/or an award judgment based on a decision that is not reasonable.
- h. Geographical Preference: Sullivan County may not use statutorily or administratively imposed state or local geographical preferences in the evaluation of Federally funded bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws.
- i. All required Contract provisions from 2 CFR 200 Appendix II must be included in contracts funded wholly or partially with Federal funds.

DEBARMENT AND SUSPENSION – FEDERALLY FUNDED PROJECTS

1. No federally funded procurements more than \$20,000 will be awarded to any business or individual, or to any business with an individual involved as either an owner, officer, or key project personnel who has been suspended or debarred by the federal government as listed in the Exclusions Extract in SAM.gov.
 - a. Prior to any RFP, bid release, or contract award, the Purchasing Department will verify the status of the business in the SAM.gov (as required).
 - b. A record of this check from the system will be kept in the procurement file.

CONFLICTS OF INTERESTS, GIFTS AND GRATUITIES

As required by 2 CFR 200.318(c)(1), the following applies for all procurements funded in whole or in part with any federal funding source.

1. **Conflicts of Interest.** In addition to the prohibition against self-benefiting from a public contract under state law, no officer, employee, or agent of Sullivan County may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A real or apparent conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from a firm considered for award of a contract:
 - a. The employee, officer, or agent involved in the selection, award, or administration of a contract;
 - b. Any member of his or her immediate family;
 - c. His or her partner; or

d. An organization which employs or is about to employ any of these parties.

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2. Reporting a Conflict of Interest.

a. Any officer, employee, or agent of Sullivan County with an actual, apparent, or potential conflict of interest as defined in this policy shall report the conflict to his or her immediate supervisor.

b. If federally funded, any such conflict shall be disclosed in writing to the federal award agency or pass-through entity in accordance with applicable Federal awarding agency policy.

3. **Gifts.** In addition to the prohibition against accepting gifts and favors from vendors and contractors under state law, officers, employees, and agents of Sullivan County are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts.

XV. CONTRACTOR USE TAX

Tennessee State Statute generally provides that where construction materials have been purchased without paying sales tax, the contractor/subcontractor who performs the work will be required to pay use tax on the items (at the same rate as sales tax). The tax must be paid regardless of who purchases the materials if a contractor/subcontractor performs the work.

The only way that payment of sales and/or use tax could be avoided would be in a situation where the County's own employees perform the construction work; however, most construction projects are larger than can be reasonably handled by County maintenance crews.

PURCHASING -EXHIBIT EXAMPLES

The Purchasing Department will prescribe, as necessary and applicable, the forms required for the purchasing process and may amend or eliminate such forms as necessary. The following Exhibits (or most recent version) are examples of relevant forms.

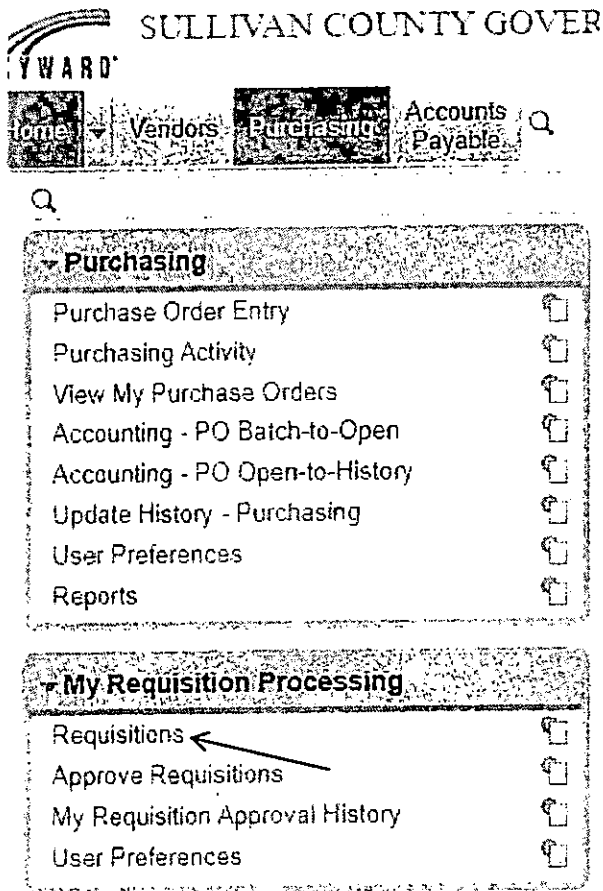
EXHIBIT A – HOW TO REQUEST A PURCHASE ORDER IN SKYWARD

SKYWARD INSTRUCTIONS

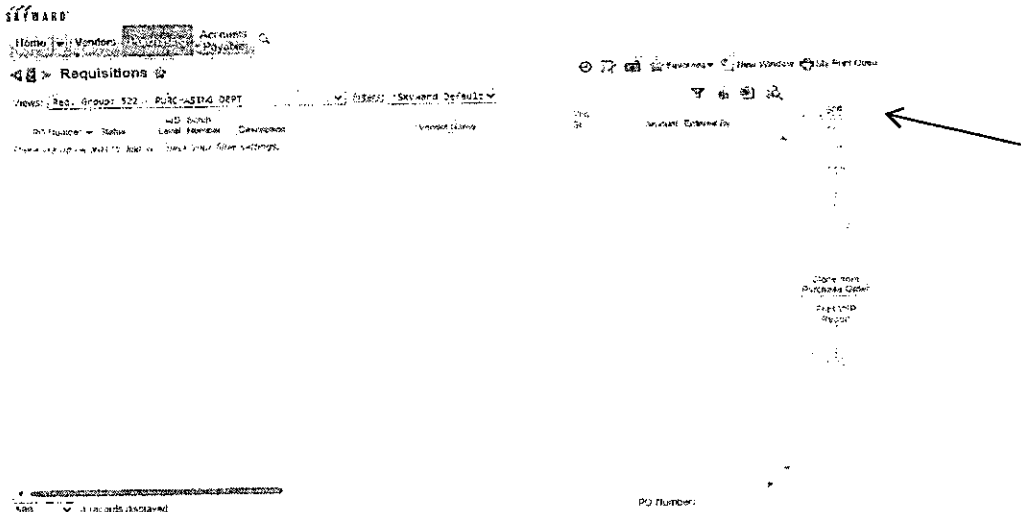
To make a purchase for your department, you must put in a Requisition. Requisitions must be approved by department managers before a purchase is made. A purchase order (PO) is created after a requisition has gone through the approval process.

To create a Requisition,

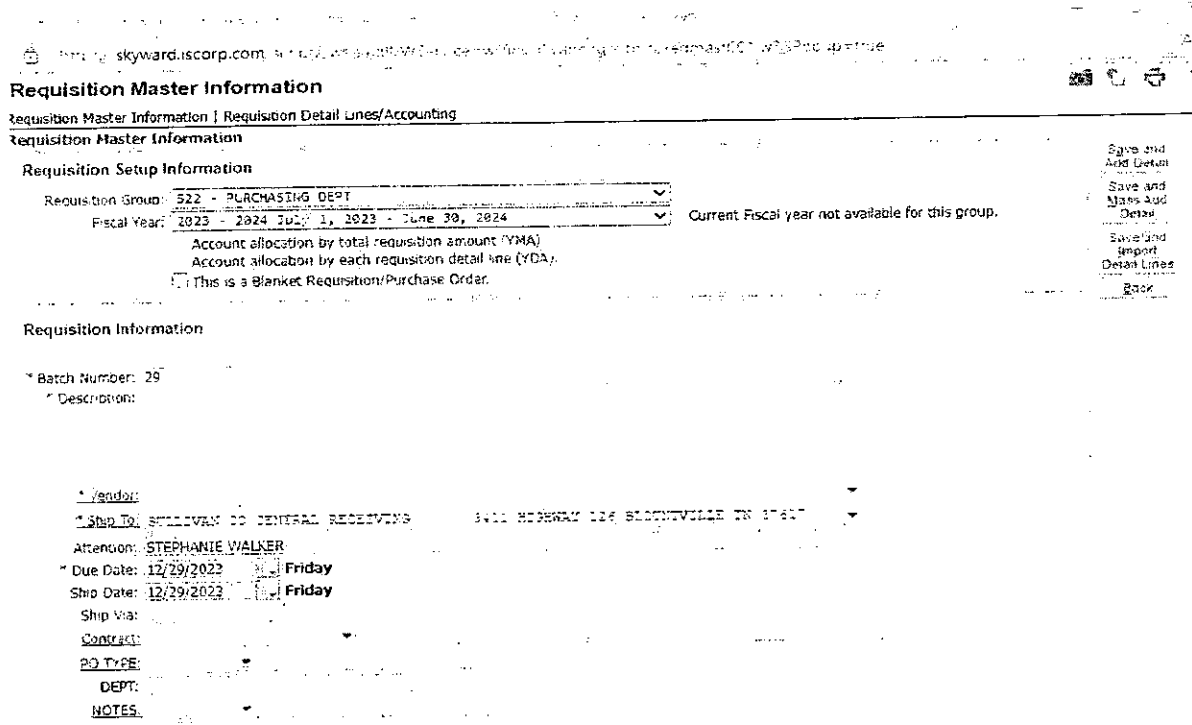
1. Go to the Purchasing Tab
2. Click on the Requisition Tab



3. Click on ADD Tab to the Right of your Screen.



4. A new Window will open called Requisition Master Information



Asterisk (*) denotes a required field

5. Verify Requisition Group is Correct for your Department.
6. Verify Fiscal Year is Correct.
7. *Asterisk* denotes a required field.
8. Please enter the item description in the Description Box. If it is multiple items, like office supplies, you can enter Office Supplies in the Description Box.
9. Vendor Box: You can enter the known vendor or use the drop down menu. If you do not know which vendor to choose, you can put OPEN.

10. Verify the *Ship To is correct.

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Requisition Detail Lines/Accounting

Requisition Master Information | Requisition Detail Lines/Accounting

Requisition Detail Lines/Accounting

Requisition Master Information		Accounting: Account allocation by each requisition detail line.		Edit Master		Submit For Approval	
Batch Number: 29	Requisition Number: 0000043906	Amount: 0.00	Notes	Save and Finish Later		Back	
Group: (522) PURCHASING DEPT	Fiscal Year: 2023 - 2024	Ship To: SULLIVAN CO CENTRAL RECEIVING	Attachments				
Vendor: OPEN	Blanket PO: This is not a Blanket PO						
		Description: office supplies					

Requisition Detail Line Items

Views: **General** Filters: Skyward Default

Line	Catalog Code	Description	Quantity	U of M	Unit Cost	Total Cost	Code	% Disc	Comm
There are no records to display; check your filter settings.									

Buttons: Add, Mass Add Detail, Import Detail Lines

11. Then click on the Add Tab.

12. This will open a new window for you to add items you would like to purchase.

Requisition Detail Lines

* Line Number: 100	Save
Line Type: <input checked="" type="radio"/> Merchandise	Back
<input type="radio"/> Narrative	
Catalog:	
* Quantity: 2	
Unit of Measure: BX	
* Unit Cost: 10.50000	
Total Amount: 21.00	
* Description: 12 pack of blue ink pens	
Commodity Code:	
Commodity Code:	

13. Line Number will fill in automatically.

14. Line Type is Merchandise

15. Line Type Narrative will allow for Description in the box without assigning a value.

16. Quantity is how many of the items you would like to purchase.

17. Unit of Measure is helpful to the Purchasing Department if you know how the item is packaged.

18. Unit Cost is the amount of the item.

19. Total amount will fill in automatically.

20. Click on Save button on right

Requisition Detail Lines/Accounting

Requisition Master Information | Requisition Detail Lines/Accounting

Requisition Detail Lines/Accounting

Requisition Master Information

Batch Number: 05

Requisition Number: 0000043961

Group: (522) PURCHASING DEPT

Fiscal Year: 2023 - 2024

Vendor: OPEN

Accounting: Account allocation by each requisition detail line.

Amount: 1.00

Ship To: SULLIVAN CO CENTRAL RECEIVING

Blanket PO: This is not a Blanket PO

Description: office supplies

Edit Master

Notes

Attachments

Submit for Approval

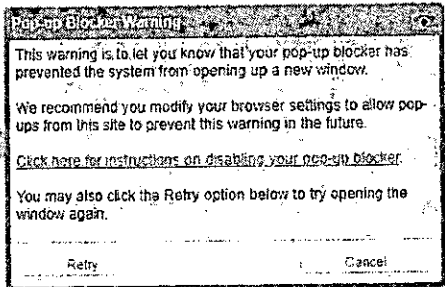
Save and Finish Later

Back

Requisition Detail Line Items

Views: General Filters: Skyward Default

Line	Catalog Code	Description
100		



Total Cost	Conv	Disc
1.00		

Print

Export

Delete

Mass Add

Default

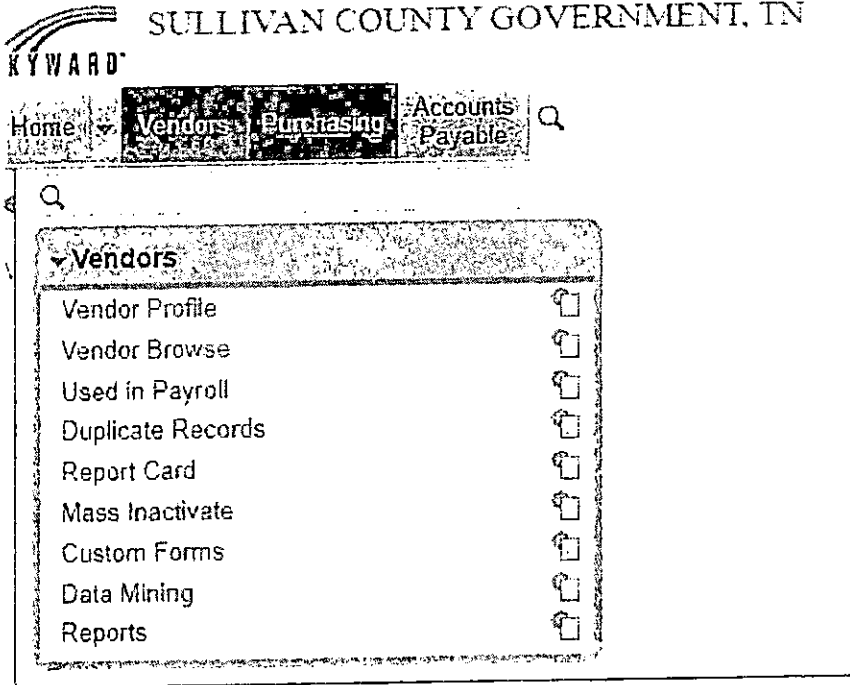
Import

Detail Lines

21. Pop-up Blocker Warning will appear Unless you have disabled this feature.
22. Click on Retry.
23. Your Available Accounts will pop up.
24. Choose the Account Code you would like to purchase the item. For this example, Purchasing Department is buying office supplies. The code would be 101 E 52200 435 000 00000 000.
*A listing of program codes is available with the Accounting Department.
25. Select the code you would like to purchase under. Then click on Save Account Distribution tab on the right.
26. Click on Submit for Approval on the right if you have added all the items onto this Requisition. Click on Add if you would like to add additional items to this Requisition.
27. Click Save and Finish Later to put into WIP (work in progress) status.
28. Once you Submit for Approval, Skyward will assign a PO (purchase order) number.

Vendor Inquiry

1. To look up a vendor, click on the Vendor tab at the top of the screen.



2. Click on Vendor Browse. This will give you a list of vendors in Skyward in alphabetical order. Use the Vendor listed in Black, if there are two with the same name and the other one is Blue. Verify the address is the correct address for your purchase.
3. If the Vendor is not listed in Skyward, provide the vendor's W-9 form to the purchasing department with a request for a vendor entry. Include a "Remit To" address if different than the address on the W-9.

EXHIBIT B - NOTICE OF CORRECTION

Please complete this form requesting a Notice of Correction be prepared by the Purchasing Department for the following item or items:

Date: _____

Purchase Order No. _____

Vendor: _____

Current Purchase Order: _____

Make Correction to Read: _____

Reason for Correction: _____

Difference in Cost: _____

Signature

EXHIBIT C

SOLE SOURCE JUSTIFICATION FORM

Sole source procurement shall not be used unless there is clear and convincing evidence that there is only one source. The department requesting sole source procurement shall provide a sole source letter from the vendor and/or written evidence and/or report of research to support the request to the Purchasing Agent or his/her designee for approval. The sole source evidence along with this form completely filled out, shall be forwarded to the Purchasing Department for approval. The determination as to whether a good or service shall be considered a sole source shall be made by the Purchasing Agent or his/her designee.

Sole source approvals shall be good for one year from the date of approval by the Purchasing Agent. At the end of said year, if the vendor is still a sole source, an updated sole source letter and/or documentation will be required for reapproval.

Failure to justify a sole source procurement through the proper documentation is a violation of the Purchasing Policy.

Description of items(s) / service(s) to be used: _____

This is a sole source vendor because:

- _____ Sole provider of a licensed or patented good or service
- _____ Sole provider of items that are the repair parts of or upgrades to existing equipment, system, etc.
- _____ Sole provider of factory-authorized warranty service.
- _____ Sole provider of unique equipment or products not offered by others. (Complete section below)
- _____ Other, please explain: _____

What steps were taken to verify that these goods / services are not available elsewhere?

_____ Other brands / manufacturers were examined and were found to not be comparable (list specific company names, phone numbers, contact names, websites and explain why they were not comparable.)

_____ Other vendors were contacted and could not provide comparable goods / services (list specific company names, phone numbers, contact names, websites and explain why they were not comparable.)

_____ What specific feature makes this good / service unique and why is this feature needed for your department? Use a separate sheet of paper if necessary.

Suggested Vendor: _____

Using Department: _____

Contact: _____

My department's recommendation for the sole source is based upon an objective review of the good / service being required and appears to be in the best interest of the County. The requester, by signing below, attests that they have no conflict of interest in selecting the suggested sole source vendor. Refer to the Conflict of Interests, Gifts and Gratuities section of the county's Purchasing Policy.

Requester's Name and Signature _____ Date _____

Purchasing Agent or Designee's Approval _____ Date _____



EXHIBIT D

To: Purchasing Agent

Emergency Purchase Justification Form

Use this form to explain why competitive solicitation cannot be obtained. Emergencies are acts of God or otherwise uncontrollable or unforeseeable circumstances. They are conditions that would endanger the health of the residents of Sullivan County or cause additional and extensive damage to property or would adversely affect the operations of Sullivan County.

1. Describe the nature of the emergency condition encountered. Also, include the date, location and approximate time the emergency conditions began and ended:

2. State why the needs were not or could not be anticipated so that the goods/services could have been purchased following standard procedures:

3. Name and Address of Vendor(s) from whom emergency purchase(s) was/were made.

Description of items Purchased and Costs:

1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
(Use reverse side of this sheet if additional space is required)	Total \$ _____

Requisition/Purchase Order Number: _____

Date: _____

Department: _____

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Submitted by: _____ Date _____
Printed Name and Title

_____ Date _____
Approval (Department Head)

GENERAL TERMS AND CONDITIONS – Exhibit E

1. SUBMITTAL REQUIREMENTS

Submittals for consideration must be submitted on the form provided and bear the handwritten signature of an authorized representative of the firm and notarized to be considered valid. If submitting multiple bids/ proposals in paper form, each must be placed in a separate envelope. Be sure the envelope is completely and properly identified and sealed. Bids/ RFP's/ RFQ's will be read aloud at the specific date and time as stated in the invitation. RFP/RFQs respondent's names only will be read aloud.

All openings are public meetings. Bidders/ proposers and interested persons are invited to attend. The County reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the County receives fewer than two responses.

Unless otherwise stated by the County, no bidder may withdraw a bid within a period of sixty (60) days after the date set for the opening of bids. Bids and modifications or corrections thereof received after the closing time specified will not be considered. The County is not responsible for delays in delivery by mail, courier, etc.

Any exceptions to these terms and conditions or deviations from written specifications will be shown in writing and attached to the bid form. Any alteration, erasure, addition to or omission of requested information, change of the specifications, or bidding schedule, is made at the risk of the bidder and may result in the rejection of the bid, unless such changes are authorized by the specifications.

2. QUESTIONS / ADDENDA

Failure to examine any drawings, specifications, and instructions will be a bidder's risk. If bidder is in doubt as to the true meaning of any part of the drawings, specifications and instructions or other documents, he should submit a written request for an interpretation to the Purchasing Agent. An interpretation of the documents will be made only by addendum and issued by the Purchasing Agent. The County will not be responsible for explanation or interpretations of bid documents except as issued in accordance herewith.

Where a brand or trade name appears in the specifications, it is understood that the brand or trade name referred to, or its approved equivalent, shall be furnished. If no mention is made of any exceptions, it is assumed that he is bidding on the article mentioned and not an approved equivalent. The bidder is requested to attach brochure-type information on the supplies furnished. All guaranteed and warranties should be clearly stated.

3. DISCREPANCIES

All pricing must appear in the spaces provided by the County's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail. The County will correct math computation errors (Unit Price & Totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

4. SUBMITTAL OF SEALED BIDS/RFP/RFQ/ITQ

Any forms furnished by the County must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR EMAIL RESPONSES WILL NOT BE ACCEPTED UNLESS OTHERWISE INDICATED. Electronic receipt of bids/proposals/quotes is acceptable for those eligible for online submittal at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerID=37b55d57-2b40-462f-bd8e-5b80ab095ddd>. Paper Bid/RFP/RFQ submittals shall be sealed in an envelope. No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time in the Purchasing Department. For electronic bids the official time is that posted on the website. Late submittals will not be accepted. Sullivan County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their Bid/RFP response electronically less than one hour prior to the Bid/RFP/RFQ opening time.

5. TABULATIONS: BIDS/RFP/RFQ/ITQ

Tabulations for Bids/RFP/RFQ/ITQ will be posted on Vendor Registry, which is accessible through the County Purchasing website.

6. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose Bid/RFP/Quote is determined to be the best interest of the County. The County also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts) as may be in our best interest. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee.

7. NO CONTACT POLICY

From the period beginning on the date of the issuance of this ITB any contact initiated by a proposer with any Sullivan County Representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Department Representative listed herein or with said Representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this Purchasing transaction. The Solicitation form must include an authorized signature and must be notarized for the bid to be accepted.

8. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified of all information submitted as part of, or in support of, bids/ proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

9. PAYMENT TERMS AND DISCOUNTS

Payment Terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of the invoice or the date of the receipt of all material covered by the order/contract, whichever is the later date.

10. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

11. DEFAULT

Default in promised delivery and failure to comply with specifications authorizes the County to purchase supplies elsewhere and charge the difference to the defaulting vendor.

12. TERM OF CONTRACT

The contract will be awarded for a period of one (1) year with a renewal option on an annual basis in one (1) year increments providing all terms, conditions and cost are acceptable to both parties. The County reserves the right to re-bid at the end of any contract period. The County may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

13. BREACH OF CONTRACT

A party shall be deemed to have breached the contract if any of the following occurs:

- Failure to provide products or services that conform to the contract requirements.
- Failure to maintain/ submit any report required hereunder.
- Failure to perform in full or in part any of the other conditions of the contract.
- Violation of any warranty.

14. CONTRACT TERMINATION FOR CAUSE

If the Contractor or Vendor fails to properly perform its obligations under this contract or purchase order in a timely or proper manner, or if the contractor violates any terms of this contract, the County shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services. In the event the contract is terminated for due cause by the County, the County shall have the option of awarding the contract to the next proposer or proposing again.

15. CONTRACT TERMINATION FOR CONVENIENCE

The County may, by written notice to the Contractor or Vendor to terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the County. The County must give notice termination to the vendor at least (30) days prior to the effective date of the termination. The Contractor or Vendor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the County be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no rights to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

16. ADDITIONAL PURCHASE OPTION

This Bid includes an option to allow Sullivan County, Tennessee the right to purchase additional vehicles/equipment. The County's use of this option will be dependent upon the price offered by the vendor and the availability of funding. The County may exercise this option clause for a period of twelve (12) months after the award of the Bid.

17. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

18. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated County location.

19. TAXES

The County is exempted from Federal excise taxes and state and local sales taxes and bidders must quote prices which do not include such taxes. An exemption certificate will be furnished upon request.

20. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the county against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, County employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the County, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

21. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the County. Rejected materials will be returned at the vendor's expense.

22. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the County for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either of them. Any required insurance shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

23. FORCE MAJEURE

In the event that the performance of any obligation under this contract, by either party, is prevented due to acts of God, exchange controls, export or import controls, government restriction, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, lockouts, pandemics, epidemics, plague, outbreaks of infectious disease, including but not limited to COVID-19, any other public health crisis, including stay at home orders, group size restrictions, travel restrictions, or employee restrictions, issued by the Governor or a public health authority, such as Sullivan County Regional Health Department, or recommendation of the Center for Disease Control or the National Institutes of Health to limit the spread of COVID-19, or any other cause beyond the reasonable control of a party, such party will not be responsible to the other party for failure or delay in performance of its obligations under this Contract. Each party will promptly notify the other party of such Force Majeure condition and make good faith efforts to ensure goods or services are provided as per the contract. However, if Force Majeure conditions occur and both parties mutually agree, this contract may be cancelled. If cancelled, neither party will be considered in breach of contract. If funds have been paid for products or services that have not been received, the vendor will send the County a refund within thirty (30) days of the cancellation.

24. WARRANTY

Unless otherwise specified by the County, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

25. EQUAL OPPORTUNITY

It is the policy of Sullivan County to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

26. IRAN DIVESTMENT

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Purchasing Officer to publish, using credible information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in §12-12-106. Inclusion on this list makes a person ineligible to contract with Sullivan County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-Library> Submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106

27. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal submitted to Sullivan County, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms, and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of Sullivan County, Tennessee has promised any personal, financial, or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

28. CONFLICT OF INTEREST

- a) No Board Member or officer of the County or other person whose duty it is to vote for, oversee or in any manner superintend any of the work for the County has a direct interest in the award of the vendor providing goods or services.
- b) No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Local, State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- c) The grantees or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub-agreements.

d) Do you or any officers/part-owners/stakeholders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren, or any to whom you are related by blood or marriage) that are currently employed by Sullivan County, Tennessee, including the Sullivan County School System or serve on the Sullivan County Commission or the Sullivan County Board of Education? _____ Yes _____ No

If you answered yes, please state the name and relationship of the employee or member of Sullivan County Commission or Sullivan County Board of Education member.

e) Are you or any officers/part-owners/stakeholders/employees of this company also employees of Sullivan County, including the Sullivan County School System or serve on the Sullivan County Commission or Sullivan County Board of Education? _____ Yes _____ No

If you answered yes, please state the name of the employee or Commission member or Board member.

f) By submission of this bid, the vendor is certifying that no conflicts of interest exist.

29. DRUG FREE WORKPLACE REQUIREMENTS

Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

30. ELIGIBILITY

The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

31. PROTEST POLICY

Any protest to a bid award by Sullivan County shall be submitted in writing to the Purchasing Agent with a copy to the Sullivan County Mayor and delivered not later than seven (7) calendar days from the date of the county's award decision. Such protest must include a protest bond in the amount of \$350 (Cashier's Check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest. The steps for dispute resolution may include:

- A meeting with the Purchasing Agent, the requisitioning Department Manager, and representatives from the disputing party to discuss and resolve the complaint.
- Information from the aforementioned meeting will be forwarded to the County Attorney for review.
- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protester and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedure will be used.

32. GOVERNING LAW

All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if disputes arise between the parties concerning any aspect of the contract and /or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Sullivan County, Tennessee. The parties waive their right to jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for Sullivan County, Tennessee.

33. BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS

a) In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

34. BUY AMERICA REQUIREMENTS

Vendor agrees to comply with 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic Preferences for procurements, which provide that Federal Funds may not be obligated unless all steel, iron and manufactured products used in federally funded projects are produced in the United States, unless a waiver has been granted or the products is subject to a general waiver. General Waivers are listed in 49 C.F.R. § 661.7. By submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies compliance with the Buy America Requirement.

35. CLEAN AIR ACT

Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.)

36. FEDERAL WATER POLLUTION CONTROL ACT

(1) Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et Seq.

(2) Vendor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal Assistance.

37. SUSPENSION AND DEBARMENT

Federally Funded procurements must not be awarded to parties that are listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidance at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., P.235). "Debarment and Suspension" Sam exclusions contain the names of the parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Entities must be registered in the SAM.gov website to be considered for award.

(1) Any agreement or award resulting from this bid is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the vendor is required to verify that none of the vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) By Submission of this bid, vendor is certifying compliance with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or award that may arise from this offer.

38. BYRD ANTI-LOBBYING AMENDMENT

Vendors who bid for award of \$100,000 or more shall provide the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of a member of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency. By submission of this bid, vendor is certifying compliance with these requirements.

39. PROCUREMENT OF RECOVERED MATERIALS

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

40. ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The vendor will retain and will require any subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-Contracts, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.

(2) Retention Period. The vendor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The vendor shall maintain all books, records, accounts, and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The vendor agrees to provide sufficient access to the Federal and State Government and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The vendor agrees to permit Federal and State Government and its contractor's access to the sites of performance under this contract as reasonably may be required.

41. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

Vendor acknowledges that Federal Grant Funds will be used to fund all or a portion of this bid. The Vendor agrees to comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

42. NO OBLIGATION BY FEDERAL GOVERNMENT

The Agency and Vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Vendor, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

43. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to any contract resulting from this bid.

44. NON-BOYCOTT OF ISRAEL AFFIDAVIT

Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

45. SIGNATURE REQUIREMENTS

All submittals must contain the full name of the company, must be signed by a person authorized to bind that company to a contract and notarized. Submission response to the solicitation constitutes acceptance of all terms and conditions included herein. Unsigned forms will not be considered, read, or tabulated. Bid forms may not be signed during or after the bid opening, even if a representative is present.

EXHIBIT F - SULLIVAN COUNTY COMPLIANCE AFFIDAVIT

THIS COMPLIANCE AFFIDAVIT MUST BE SIGNED, NOTARIZED AND INCLUDED WITH ALL BIDS - FAILURE TO INCLUDE THIS FORM WITH THE BID SUBMITTED SHALL DISQUALIFY THE BID FROM BEING CONSIDERED.

VENDOR: _____

CONFLICT OF INTEREST:

1. No Board Member or officer of the County or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for the County has a direct interest in the award of the vendor providing goods or services.
2. No employee, officer or agent of the grantee or sub-grantee will participate in selection, or in the award or administration of an award supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, any member of their immediate family, his or her partner, or an organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
3. The grantees or sub-grantees officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to sub- agreements.
4. By submission of this form, the vendor is certifying that no conflicts of interest exist.
5. Do you or any officer/owners/part-owners/stakeholders/employees of this company have any relative(s) (relatives include spouse, children, stepchildren or any to whom you are related by blood or marriage) that are currently employed by Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education?

_____ Yes _____ No

If you answered yes, please state the name and relationship of the employee or member of the Sullivan County Commission or the Sullivan County Department of Education.

6. Are you or any officers/owners/part-owners/stakeholders/employees of this company also employees of Sullivan County, Tennessee, including the Sullivan County Department of Education or serve on the Sullivan County Commission or the Sullivan County Department of Education? ___ Yes ___ No

If you answered yes, please state the name of the employee or board member

DRUG FREE WORKPLACE REQUIREMENTS:

7. Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

ELIGIBILITY:

8. The vendor is eligible for employment on public contracts because no convictions or guilty pleas or pleas of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with an award from the State of Tennessee or any political subdivision thereof have occurred.

GENERAL:

9. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer.
10. Such offer is genuine and is not a collusive or sham offer.

IRAN DIVESTMENT ACT:

- 11. Concerning the Iran Divestment Act (TCA 12-12-101 et seq.), by submission of this bid/quote/proposal, each vendor and each person signing on behalf of any vendor certifies, and in the case of a joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each vendor is not on the list created pursuant to § 12-12-106.

NON-COLLUSION:

- 12. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Sullivan County or any person interested in the proposed award or agreement.
- 13. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

BACKGROUND CHECK REQUIREMENT FOR SCHOOL SYSTEM SUPPLIERS:

- 14. In submitting this bid/quote/proposal, you are certifying that you are aware of the requirements Page | 39 imposed by TCA § 49-5-413 (d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

NON-BOYCOTT OF ISRAEL AFFIDAVIT

- 15. Concerning the Non-Boycott of Israel Act (TCA 12-4-1 et seq.), by submission of this bid/quote/proposal, each supplier and each person signing on behalf of any supplier certifies, and in the case of joint bid/quote/proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each supplier is not boycotting Israel pursuant to § 12-4-1 and will not during the term of any award. Note: Applicable only to contracts of \$250,000 or more and to suppliers with 10 or more employees.

The undersigned hereby acknowledges and verifies that the response submitted to this solicitation is in full compliance with the applicable laws/listed requirements.

SIGNED BY: _____

PRINTED NAME: _____

TITLE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE: _____

BY (NOTARY PUBLIC): _____

MY COMMISION EXPIRES ON: _____

Exhibit G

<p>SULLIVAN COUNTY PURCHASING GENERAL PROCUREMENT GUIDELINES PROCUREMENT/CREDIT CARD POLICY CARDHOLDER AGREEMENT</p>

As part of your employment with Sullivan County, you are being entrusted with a procurement/credit card to be used in compliance to the Procurement/Credit Card Policy and as stated in this Cardholder Agreement.

1. This card is issued in my name and I am the only person authorized to use this card. I will not allow anyone else to use the card without prior authorization from the Purchasing Agent.
2. This card is the property of Sullivan County.
3. I understand that I will be making financial commitments on behalf of Sullivan County when I use the Procurement/Credit Card that has been assigned to me.
4. I have read and completely understand the Procurement/Card Policy adopted for Sullivan County.
5. Under no circumstances will I allow this card to be used to make personal purchases, either for myself or others. I understand that personal purchases using this card will be considered misappropriation of Sullivan County funds and that I am financially responsible for restitution and will be subject to criminal prosecution.
6. If the card assigned to me should be lost or stolen, I will immediately notify the Purchasing Agent and the Accounts/Budgets Director or School Finance Officer (whichever applies) by telephone and/or in person.
7. I will obtain receipts and maintain detailed information for each transaction. I understand that it is my responsibility to match receipts to each transaction.
8. I understand that I will receive a monthly statement reporting all card activity and that it is my responsibility to verify accuracy of all charges.
9. I understand that each monthly statement must indicate my signature to verify that all information is true and accurate and must also indicate the signature of the appropriate official or department head.
10. I understand that any violation to this Agreement will be subject to disciplinary action, including termination of my employment with Sullivan County.

<p>EMPLOYEE NAME _____</p> <p>DEPARTMENT _____</p> <p>CREDIT CARD # _____ LIMIT _____ -- EXPIRATION _____</p> <p><small>To be entered when assigned by Purchasing Agent and added to the Master Directory</small></p>

EMPLOYEE SIGNATURE: _____ DATE: _____

OFFICIAL/DEPARTMENT HEAD SIGNATURE: _____

TAX EXEMPTION CERTIFICATE

Exhibit H



TENNESSEE DEPARTMENT OF REVENUE
NASHVILLE
GOVERNMENT CERTIFICATE OF EXEMPTION

To *SUPPLIER NAME*
ADDRESS

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of such government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency **SULLIVAN COUNTY, TENNESSEE**

Date: _____ Signed: _____

KRISTINIA DAVIS

Purchase Order # _____

Remittance 'R' # _____

Other _____

Title: **Sullivan County Purchasing Agent**

RV-F1301301

APPENDIX

PROTEST PROCEDURES AND PROTEST BOND REQUIREMENTS

Any protest to a bid award by Sullivan County shall be submitted in writing to the Purchasing Agent with a copy to the Sullivan County Mayor and delivered not later than seven (7) calendar days from the date of the county's award decision. Such protest must include a protest bond in the amount of \$350 (Cashier's Check payable to the Sullivan County Trustee or Cash) submitted to the Purchasing Agent before the County will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the County Mayor, the bond will be retained to cover costs associated with the protest. The steps for dispute resolution may include:

- A meeting with the Purchasing Agent, the requisitioning Department Manager, and representatives from the disputing party to discuss and resolve the complaint.
- Information from the aforementioned meeting will be forwarded to the County Attorney for review.
- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protester and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedure will be used.

PURCHASING OF SECONDHAND ARTICLES [TCA § 12-3-1202]

Title 12 Public Property, Printing and Contracts

Chapter 3 Public Purchases

Part 12 Local Governments

Tenn. Code Ann. § 12-3-1202

12-3-1202. Purchase of secondhand articles or equipment by municipalities or counties.

- (a) Notwithstanding any charter, private act, or general law requirements, any municipality or any county may purchase used or secondhand articles consisting of goods, equipment, materials, supplies, or commodities from any federal, state, or local government unit or agency without public advertisement and competitive soliciting.
- (b) Notwithstanding any charter, private act, or general law requirements, any municipality or any county may purchase used or secondhand articles consisting of goods, equipment, materials, supplies, or commodities from any private individual or entity without public advertisement and competitive soliciting as long as the purchasing government documents the general range of value of the purchased item through a listing in a nationally recognized publication or through an appraisal by a licensed appraiser, and the price is not more than five percent (5%) higher than the highest value of the documented range.

COOPERATIVE PURCHASING [12-3-1205]
Title 12 Public Property, Printing and Contracts
Chapter 3 Public Purchases
Part 12 Local Governments
Tenn. Code Ann. § 12-3-1205

12-3-1205. Cooperative purchasing agreements.

- (a) Any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one (1) or more other local governments in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between local governments. Where the participants in a joint or multi-party contract are required to advertise and receive bids, it shall be sufficient for those purposes that the purchasing entity comply only with its own purchasing requirements.
- (b) (1) Notwithstanding any other law to the contrary, any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, or with an agency of the United States, to the extent federal law permits the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.
- (2) A municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.
- (3) The powers conferred by this section are in addition and supplemental to the powers conferred by any other law, and any limitations imposed by this section shall not affect powers conferred by any other law.

(4) This subsection (b) does not apply to:

(A) Purchases of new or unused motor vehicles, unless the motor vehicles are manufactured for a special purpose as defined in § 12-3-1208. As used in this subdivision (b)(4)(A), "motor vehicle" does not include a farm tractor, mower, earth-moving machinery, construction machinery, or other similar machinery or equipment;

(B) Purchases of construction, engineering, or architectural services, or construction materials. As used in this subdivision (b)(4)(B), "construction materials" does not include materials used in the operation of a municipal utility system, including, but not limited to, transformers, conductors, insulators, poles, cross-arms, anchors, pipes, valves, meters, or other components or parts of a utility system, whether purchased in accordance with a purchasing agreement with the Tennessee Valley authority or another purchasing arrangements; or

(C) Purchases of fuel, fuel products, and lubricating oils.

(5) The authorization for exercising joint purchasing authority with an agency of the United States under subdivision (b)(1) does not include the authority to purchase construction machinery, including, but not limited to, bulldozers and other heavy equipment utilized in construction or on construction sites.

(c) The chief procurement officer may collect information from municipalities, counties, utility districts, or any other local government unit concerning the type, cost, quality, and quantity of commonly used goods, supplies, services, or equipment being procured under cooperative purchase agreements. The chief procurement officer may make available all such information to any municipality, county, utility district, or other local government unit upon request.

SULLIVAN COUNTY RESOLUTION NO. 2020-01-05 APPROVED COOPERATIVE PURCHASING METHODS]

035

*Sullivan County
Board of County Commissioners
241st Annual Session*

Item 8
No. 2020-01-05

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 16th day of January 2020.

RESOLUTION to Amend the Approved Cooperative Purchasing Methods for the use and benefit of all Sullivan County Departments and the Department of Education.

WHEREAS, in Resolutions 2014-10-66 and 2017-02-12 (amended) the Sullivan County Board of Commissioners approved for Sullivan County Purchasing to utilize master cooperative purchasing agreements as set forth in Tennessee Code Annotated (TCA) §12-3-1205; and

WHEREAS, these cooperative purchasing agreements allow local governments to purchase goods and services from other local, state and national cooperative purchasing alliances that have been competitively bid under the same requirements as required by the laws of the purchasing entity; and

WHEREAS, Sullivan County desires to take advantage of the newly created law and reduce the taxpayer burden for duplication of services while still taking advantage of the best pricing and value under the master cooperative agreements; and

WHEREAS, recent mergers among the cooperative purchasing alliances has created a need for on-going re-approval and resolution amendments.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session shall amend the cooperative purchasing alliances approval to be at the discretion of the Sullivan County Purchasing Agent following vetting of their procedures to ensure that they are in compliance with Sullivan County and the State of Tennessee.

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this 16th day of January, 2020.

Attest: 
Teresa Jacobs, County Clerk

Approve: 
Richard S. Venable, County Mayor

Sponsored By: Commissioner Todd Broughton
Co-Sponsor(s): Commissioner Terry Harkleroad, Judy Blalock

2020-01-05 COMMISSION ACTION: 01/16/20 – Approved on Waiver of Rules 21 Yes. 3 Absent

RESOLUTION TO INCREASE THRESHOLD [TCA § 12-3-1212]
Tenn. Code Ann. § 12-3-1212
Title 12 Public Property, Printing and Contracts
Chapter 3 Public Purchases
Part 12 Local Governments

12-3-1212. Resolution or ordinance to increase threshold amount for requiring public advertisement and competitive bidding.

(a) Notwithstanding another law to the contrary, a county, a municipality, utility district, or other local governmental entity having centralized purchasing authority with a full-time purchasing agent may, by resolution or ordinance of its governing body, increase the threshold over which public advertisement and sealed competitive bids or proposals are required to an amount not to exceed fifty thousand dollars (\$50,000) for nonemergency, nonproprietary purchases.

(b) Notwithstanding another law to the contrary, a county, municipality, utility district, or other local governmental entity having non-centralized purchasing authority may, by resolution or ordinance of its governing body, increase the threshold over which public advertisement and sealed competitive bids or proposals are required to an amount not to exceed twenty-five thousand dollars (\$25,000) for nonemergency, nonproprietary purchases.

(c) At least three (3) written quotations are required, when possible, for purchases costing less than the bid threshold established under subsection (a) or (b), but more than forty percent (40%) of such bid threshold or some lower amount as may be established by the governing body in a resolution. Purchases of like items must be aggregated for purposes of the bid threshold.

(d) For purposes of this section, a "full-time purchasing agent" means a person who devotes the whole of the person's working time to the demands and duties of the office of purchasing agent.

SULLIVAN COUNTY RESOLUTION NO. 2022-08-69 TO INCREASE THRESHOLD

388

SULLIVAN COUNTY
Board of County Commissioners
242nd Annual Session

Item 11
No. 2022-08-69

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 18th day of August 2022.

RESOLUTION to AMEND the Approved Threshold Over Which Public Advertisement and Sealed Competitive Bids or Proposals are Required

WHEREAS, the Sullivan County Commission approved by Resolution 2021-06-47 to increase the formal bid threshold of Sullivan County to \$25,000 realizing that this was in the best interest of the County; and

WHEREAS, in the past year since the approval, prices, required documentation, and proper vetting of vendors has increased consuming valuable hours and now with the influx of Covid-19 federal dollars and the additional requirements, it has become necessary to seek for the bid threshold of Sullivan County to be amended to the \$50,000 threshold as set forth in 2022 Public Chapter 1016, Title 12, Chapter 3, (attached).

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session that:

SECTION 1. Pursuant to the provisions of 2022 Public Chapter 1016, the threshold over which public advertisement and sealed competitive bids or proposals are required in Sullivan County is hereby raised to Fifty Thousand (\$50,000) for non-emergency, non-proprietary purchases.

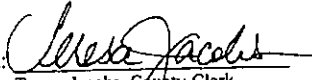
SECTION 2. Pursuant to the provisions of 2022 Public Chapter 1016, the purchasing agent is required to obtain at least three (3) written quotations, whenever possible, for purchases costing less than the bid threshold set out in Section 1 but greater than 40% of the bid threshold.


SECTION 3. This resolution shall be effective upon its passage and approval, the public welfare requiring it. The new bid threshold shall apply to all purchases initiated on or after that date.

WAIVER OF RULES REQUESTED

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Approved this 18th day of August, 2022.

Attest: 
Teresa Jacobs, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsored by: Hershel Glover
Prime Co-Sponsor(s): Dwight King, Larry Crawford
2022-08-69 ACTIONS: 08-18-22 Approved on Waiver of Rules 22 Yes, 2 Absent



**SALE OR TRANSFER OF SURPLUS PROPERTY – EDUCATION [TCA § 49-6-2007]
Tenn. Code Ann. § 49-6-2007**

49-6-2007. Sale or transfer of surplus property

(a) It is the general assembly's intent that surplus property in a local education agency (LEA) acquired by taxpayers' dollars, instead of being destroyed, be sold or transferred to a local government, as provided in § 49-6-2006.

(b) All LEAs that receive any state funds shall sell surplus property to the highest bidder after advertising in a newspaper of general circulation at least seven (7) days prior to the sale. The sale may be to the highest bidder through an internet auction website used by the LEA, the local government, or this state. An internet auction conducted under this subsection (b) must be open for bidding for at least seven (7) days. Advertisements for the sale must be in accordance with § 49-6-2006(c)(2).

(c) As used in this section, "surplus property" is that personal property no longer having an intended use by the LEA or no longer capable of being used because of its condition.

(d)

(1) Surplus personal property of LEAs that has no value or that has a value of less than five hundred dollars (\$500) may be disposed of without the necessity of bids as required by this section.

(2) In order for disposal without bids, the executive committee of the local board of education must agree in writing that the property is of no value to the LEA or has a value of less than five hundred dollars (\$500).

(e) This section does not apply to property leased or sold pursuant to § 49-2-203(b)(10).

(f) Notwithstanding any law to the contrary, an LEA may:

(1) Donate computers that have been removed from inventory in its schools to low-income families in the school district. The memory hard drives of all computers to be donated under this subdivision (f)(1) must be sanitized; or

(2) Dispose of computers by selling or trading them to computer vendors or manufacturers as part of the proposal to purchase new computers for the LEA without having to comply with the bidding requirements of subsection (b).

RETAINAGE [TCA § 66-34-103-104]

Tenn. Code Ann. § 66-34-103

TN – Tennessee Code Annotated

Title 66 Property

Chapter 34 Prompt Pay Act

Part 1 General Provisions

66-34-103. Withholding of retainage – Violations – Penalties.

(a) All construction contracts on any project in this state, both public and private, may provide for the withholding of retainage; provided, however, that the retainage amount may not exceed five percent (5%) of the amount of the contract.

(b) The owner, whether public or private, shall release and pay all retainages for work completed pursuant to the terms of any contract to the prime contractor within ninety (90) days after completion of the work or within ninety (90) days after substantial completion of the project for work completed, whichever occurs first. As used in this subsection (b), "work completed" means the completion of the scope of the work and all terms and conditions covered by the contract under which the retainage is being held. The prime contractor shall pay all retainages due any remote contractor within ten (10) days after receipt of the retainages from the owner. Any remote contractor receiving the retainage from the prime contractor shall pay to any lower-tier remote contractor all retainages due the lower-tier remote contractor within ten (10) days after receipt of the retainages.

(c) Any default in the making of the payments is subject to those remedies provided in this part.

(d) If an owner or prime contractor withholds retainage that is for the use and benefit of the prime contractor or its remote contractors pursuant to § 66-34-104(a) and (b), then neither the prime contractor nor any of its remote contractors are required to deposit additional retained funds into an escrow account in accordance with § 66-34-104(a) and (b).

(e)

(1) It is an offense for a person, firm, or corporation to fail to comply with subsection (a) or (b) or § 66-34-104(a).

(2)

(A) A violation of this subsection (e) is a Class A misdemeanor, subject to a fine only of three thousand dollars (\$3,000).

(B) Each day a person, firm, or corporation fails to comply with subsection (a) or (b) or § 66-34-104(a) is a separate violation of this subsection (e).

(C) Until the violation of this subsection (e) is remediated by compliance, the punishment for each violation is consecutive to all other violations.

(3) In addition to the fine imposed pursuant to subdivision (e)(2)(A) and (B), the court shall order restitution be made to the owner of the retained funds. In determining the appropriate amount of restitution, the formula stated in § 40-35-304 must be used.

(4) This subsection (e) does not apply to the state, any department, board, or agency thereof, including the University of Tennessee, all counties and municipalities, and all departments, boards, or agencies thereof, including all school and education boards, and any other subdivision of the state.

66-34-104. Retention of portion of contract price in escrow – Applicability – Mandatory compliance.

(a) Whenever, in any contract for the improvement of real property, a certain amount or percentage of the contract price is retained, that retained amount must be deposited in a separate, interest-bearing, escrow account with a third party which must be established upon the withholding of any retainage.

(b) As of the time of the withholding of the retained funds, the funds become the sole and separate property of the prime contractor or remote contractor to whom they are owed, subject to the rights of the person withholding the retainage in the event the prime contractor or remote contractor otherwise entitled to the funds defaults on or does not complete its contract.

(c) If the party withholding the retained funds fails to deposit the funds into an escrow account as provided in this section, then the party shall pay the owner of the retained funds an additional three hundred dollars (\$300) per day as damages, not as a penalty, for each and every day that the retained funds are not deposited into an escrow account. Damages accrue from the date retained funds were first withheld and continue to accrue until placed into a separate, interest-bearing escrow account or otherwise paid.

(d) The party with the responsibility for depositing the retained amount in a separate, interest-bearing escrow account with a third party has the affirmative duty to provide written notice that the party has complied with this section to any prime contractor upon withholding the amount of retained funds from each and every application for payment, including:

(1) Identification of the name of the financial institution with which the escrow account has been established;

(2) Account number; and

(3) Amount of retained funds that are deposited in the escrow account with the third party.

(e) Upon satisfactory completion of the contract, to be evidenced by a written release by the owner, prime contractor, or remote contractor owing the retainage, all funds accumulated in the escrow account together with all interest on the account must be paid immediately to the prime contractor or remote contractor to whom the funds and interest are owed.

(f) If the owner, prime contractor, or remote contractor, as applicable, fails or refuses to execute the release provided for in subsection (e), the prime contractor or remote contractor, as applicable, may seek equitable relief, including injunctive relief, as provided in § 66-34-602, against the owner, prime contractor, or remote contractor. Relief may not be sought against the person holding the retainage as an escrow agent, and that person bears no liability for the nonpayment of the retainage; however, a court may issue an order to the person holding retainage to pay any sums held in trust pursuant to § 66-34-205. The person paying the sums pursuant to a court order bears no liability to the owner, prime contractor, or remote contractor for the payment. All other claims, demands, disputes, controversies, and differences that may

arise between the owner, prime contractor, or prime contractors and remote contractors may be, upon written agreement of all parties concerned, settled by arbitration conducted pursuant to the Uniform Arbitration Act, compiled in title 29, chapter 5, part 3, or the Federal Arbitration Act (9 U.S.C. § 1 et seq.), as may be applicable.

(g) Subsections (c), (d), and (j) do not apply to the state and any department, board, or agency thereof, including the University of Tennessee; counties and municipalities, and all departments, boards, or agencies thereof, including all school and education boards; and any other subdivision of the state.

(h) This section applies to all prime contracts and all subcontracts thereunder for the improvement of real property when the contract amount of the prime contract is five hundred dollars thousand dollars (\$500,000) or greater, notwithstanding the amount of the subcontracts.

(i) Compliance with this section is mandatory and shall not be waived by contract.

(j) Failure to deposit the retained funds into an escrow account as provided in this section, within seven (7) days of receipt of written notice regarding the failure, is a Class A misdemeanor.



Item 9

No. 2023-06-09

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session on this 15th day of June 2023.

RESOLUTION APPROVING AND ADOPTING THE TENNESSEE DEPARTMENT OF TRANSPORTATION'S "CONSULTATION SELECTION POLICY FOR PROJECTS FUNDED IN WHOLE OR IN PART WITH FUNDS PROVIDED BY THE FEDERAL HIGHWAY ADMINISTRATION OR THE TENNESSEE DEPARTMENT OF TRANSPORTATION", DESIGNATING THE SULLIVAN COUNTY PURCHASING AGENT AS "SELECTION AUTHORITY" REFERENCED THEREIN, AND AUTHORIZING THE PURCHASING AGENT TO SIGN SAID CONSULTATION POLICY WITH THE TENNESSEE DEPARTMENT OF TRANSPORTATION ON BEHALF OF SULLIVAN COUNTY, TENNESSEE.

WHEREAS, in March 2016, The Tennessee Department of Transportation (TDOT) revised its local Government guidelines for state and federal funded projects; and

WHEREAS, the new TDOT guidelines require Sullivan County to formally adopt the TDOT "Consultation Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration of the Tennessee Department of Transportation"; and

WHEREAS, the Sullivan County Purchasing Agent can and should be designated as "selection authority" referenced therein and should be authorized to sign said Consultation Selection Policy on behalf of Sullivan County, Tennessee.

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, hereby approves and adopts the Tennessee Department of Transportation's "Consultation Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation" attached hereto, and

BE IT FURTHER RESOLVED that Sullivan County Purchasing Agent is hereby designated the "selection authority" as referenced therein and is hereby authorized to sign the attached Consultation Selection Policy with the Tennessee Department of Transportation on behalf of Sullivan County, Tennessee.

All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this 15th day of June, 2023.

Attested: Teresa Jacobs
Teresa Jacobs, County Clerk

Richard S. Venable
Richard S. Venable, Mayor

Sponsor: David Akard

Co-sponsors: Darlene Calton; Tony Leonard, Michael Cole, Andrew Cross.

2023-06-09 ACTIONS: 06/15/23 Approved on Consent 21 Yes, 3 Absent

Consultant Selection Policy for Projects Funded in Whole or in Part with Funds Provided by the Federal Highway Administration or the Tennessee Department of Transportation

AUTHORITY: T.C.A. § 12-4-107. If any portion of this policy conflicts with applicable state or federal laws or regulations, that portion shall be considered void. The remainder of this policy shall not be affected thereby and shall remain in full force and effect.

PURPOSE: To prescribe the policy of the , hereinafter referred to as the Agency, applicable to the procurement, management and administration of consultant services for architectural, engineering, and right-of-way services for projects.

APPLICATION:

- A. **Engineering and Design Related Services**
This policy is to include all engineering and design related services described in T.C.A. §12-4-107, 40 U.S.C. Chapter 11, 23 U.S.C. §112 (b)(2), 23 CFR Part 172, and 2 CFR 200.317.
- B. **Right-of-Way Acquisition Services**
This policy also includes right-of-way acquisition services for required projects. These services include contracts for appraisal, acquisition, or relocation services related to the acquisition of land entered into by the Agency for the purpose of acquiring right-of-way. Since compensation for these services is not paid pursuant to federal regulation, the terms of this policy regarding methodology of compensation are not applicable.

DEFINITIONS:

- *Competitive Negotiation* means a qualifications-based selection procurement procedure complying with 40 U.S.C. §§1101–1104, commonly referred to as the Brooks Act.

- *Engineering and Design Related Services* means –

- Program management, construction management, feasibility studies, preliminary engineering, design engineering, surveying, mapping, or architectural related services with respect to a highway construction project or projects; and
- Professional services of an architectural or engineering nature, as defined by Tennessee law, including T.C.A. §12-4-107, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide architectural or engineering services.

Examples of services within the scope of this policy include, without limitation, project planning, environmental studies, context sensitive solution/design services, cultural resources studies, geotechnical studies, historic studies, archeological studies, socio-economic and environmental justice analyses, drainage studies, inspection services, intelligent transportation system design and development, traffic control systems design and development, roadway design services, including surveying and mapping, structural design services, materials inspection and testing, value engineering, utility relocation/coordination, and utility analysis/design services with respect to a highway construction project or projects.

- *Fixed fee* means a dollar amount established to cover the consultant's profit and other business expenses not allowable or otherwise included as a direct or indirect cost.
- *One-year applicable accounting period* means the annual accounting period for which financial statements are regularly prepared by the consultant.
- *Scope of work* means all services, work activities, and actions required of the consultant by the obligations of the contract.
- *Technical Services* means specialized testing or other paraprofessional services that provide test results, data, or information in support of engineering services, including such services as laboratory testing, core borings, and material sampling.

PROCUREMENT METHODS:

- *Competitive Negotiation* - Competitive negotiation is the preferred method of procurement for engineering related services. These contracts use qualifications-

based selection procedures in the manner of a contract for architectural and engineering services under the "Brooks Act" provisions contained in Title 40 U.S.C. Chapter 11. The proposal solicitation process is by public announcement and provides qualified in-state and out-of-state consultants a fair opportunity to be considered for award of the contract. Price is not used as a factor in the evaluation and selection phases.

- *Small Purchases* - Small purchase procedures are relatively simple and informal procurement methods where an adequate number of qualified sources are reviewed and the total contract costs do not exceed the simplified acquisition threshold as defined in 48 CFR §2.101 (currently \$150,000). Competitive negotiation in the manner of a "Brooks Act" qualifications-based selection procedure is not required.
- *Noncompetitive Negotiation* - Noncompetitive negotiation is used to procure engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procedures. Circumstances which may justify a noncompetitive negotiation include when the service is available only from a single source, there is an emergency which will not permit the time necessary to conduct competitive negotiations, or after solicitation of a number of sources competition is determined to be inadequate.

TYPES OF CONTRACTS:

- A. *Project Specific Contract* - A project specific contract provides for all the work associated with a specific project or projects that is to be performed by the consultant firm and requires a detailed scope of services. These contracts may provide for all work to be placed under contract at the same time depending on availability of funds. A project specific contract is the traditional type of consultant contract between the Agency and a consultant for the performance of a fixed scope of work related to a specific project or projects.
- B. *Multiphase Contract* - A multiphase contract is similar to a project-specific contract except that the work is divided into phases such as survey, environmental or design. The consultant contract is based on a general scope of work with a maximum contract ceiling. Individual phases are negotiated and the work authorized while future phases may wait until later in the contract period before completing negotiation and authorization. Multiphase contracts are helpful for complex projects where the scope of a future phase is not well defined. Multiphase contracts may be terminated at the end of a phase. A multiphase contract incorporates the work order concept for a specific project.
- *General Engineering Related Contract* - General engineering related contracts are for engineering and design related services related to transportation planning, design, or program management for use on multiple projects. Examples include

the development of design standards and technical manuals, and the development of comprehensive transportation program management manuals. These services may be performed on a project specific or on-call basis.

POLICY:

• **CONSULTANT EVALUATION COMMITTEE**

- Establishment of a Consultant Evaluation Committee: The Agency's legally designated selection authority shall designate the members of the Consultant Evaluation Committee (CEC), which shall at a minimum be composed of professional employees of the Agency capable of providing a review of the technical qualifications of the consultant to perform the job(s) in question. The Agency's legally designated selection authority must approve any substitutions. The CEC membership may vary depending on the type of service being procured.
- Role: The CEC shall have the responsibility of submitting to the Agency's legally designated selection authority a recommended list of at least three of the most highly qualified firms if one firm is to be selected. If more than one firm is to be selected from a single solicitation, the CEC's recommended list of the most highly qualified firms shall include at least two more firms than the number of selections to be made.
- Record of Proceedings: The CEC shall designate either a member or staff person to create and maintain a record of proceedings before the CEC, which shall include information submitted to the CEC for consideration, summary minutes of meetings, findings and/or recommendations to the Agency's legally designated selection authority.

• **PREQUALIFICATION OF CONSULTANTS**

- All firms, including any public or private universities, shall have a current prequalification status which can be found on the Tennessee Department of Transportation's website.
- Firms and their employees must comply with the applicable state licensing law requirements including but not limited to Tennessee Code Annotated Title 62, Chapter 2 (Architects, Engineers, and Landscape Architects), Title 62, Chapter 39 (Real Estate Appraisers), Title 62, Chapter 18 (Land Surveyors), and Title 62, Chapter 36 (Geologists).
- Firms prequalified by the Tennessee Department of Transportation for engineering and design related services shall have either an "Unlimited" or "Limited" prequalification status as described below:

- Unlimited Prequalification: This level of prequalification allows consulting firms to compete for any projects for which they are professionally and financially pre-qualified with the Tennessee Department of Transportation. Continued prequalification at this level requires submittal of the prequalification form every three years.
 - Limited Prequalification: This level of prequalification allows firms seeking prequalification for engineering and design related services to:
 - Compete for projects with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract (see Section VI), or
 - Work as a sub-consultant or as contract labor with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract.
 - Expiration or termination of a consultant's prequalification status may be cause for the Agency to terminate any contract with a consultant.
 - A name change, merger, buy out or other similar change in status shall cause a termination of the existing prequalification and necessitate the submittal of a new prequalification form to the Tennessee Department of Transportation.
 - A firm's prequalification status shall be terminated if the firm is included on the Federal Excluded Parties List or if it has been suspended or debarred by the Tennessee Department of Transportation or any other agency of the State of Tennessee.
- **COMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE**
- A. Confidentiality of Data and Records Retention
- To the extent allowed by applicable State law, all documents relating to the evaluation and selection of consultants, and negotiations with selected consultants, shall remain confidential until selection is complete and a contract is awarded.
 - Audit information shall not be provided to other consultants or any other government agency not sharing the cost data, or to any firm or government agency for purposes other than complying with the Agency's acceptance of a consultant's indirect cost rates pursuant to 23 U.S.C. § 112 and 23 CFR Part 172 without the written permission of the affected consultants. If prohibited by law, such cost and rate data shall not be disclosed under any circumstance; however, should a release be required by law or court order, such release shall make note of the confidential nature of the data.
 - In accordance with 23 CFR 172.7 and the provisions of 2 CFR 200.333, financial records, supporting documents, statistical records, and all other

non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report. The only exceptions are the following:

- If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity

B. Solicitation

The Agency shall seek Letters of Interest from pre-qualified firms by public announcement through its internet website and by any other means of advertisement that may be required by law. Solicitations shall be reviewed and approved by the Local Programs Development Office before publishing.

- For all contract types, the solicitation shall address:
 - a) Contact information at the Agency for project specific questions;
 - b) The specific location where the Letters of Interest should be mailed or e-mailed;
 - c) The deadline for submittals of Letter of Interest (not less than 14 days from the date of the solicitation);
 - d) A statement that all firms must be pre-qualified or have a completed prequalification form filed with the Tennessee Department of Transportation by the deadline for the Letters of Interest; and
 - e) Disadvantaged Business Enterprise (DBE) and Small Business encouragements.
- The solicitation shall provide at a minimum, the following:
 - A detailed scope of work, including:

- The purpose and description of the project;
- The services to be performed;
- The deliverables to be provided;
- The estimated schedule for performance of the work; and
- The technical requirements of consultants required including the applicable standards, specifications, and policies;
- The qualifications of consultants needed for the services to be rendered;
- Any requirements for interviews or other types of discussions that may be conducted with the most highly qualified firms in Phase II of the selection process;
- The evaluation criteria to be used in Phases I and II of the selection process, including the relative weight of importance of the factors to be considered in evaluating the interested firms that submit proposals in Phase II of the selection process;
- Any approved non-qualifications based evaluation criteria to be considered in Phase II of the evaluation process;
- The contract type and method of payment; and
- Any special provisions or contract requirements associated with the solicited services.
- For mid-range and large size projects, the CEI consultant shall not be associated with any other aspect of the project as described in Attachment A. The Agency must advertise separately for design and CEI services for mid-range and large projects, OR the Agency must separate the project into phases on one advertisement and require the consultant to indicate to which phase they are responding.

C. Consultant Evaluation Criteria

1. The qualifications-based selection criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
 - For Phase I evaluation, the qualifications-based evaluation criteria may include, but are not limited to, the following:

- Work experience in the required disciplines with TDOT, the Agency, and/or other clients;
 - Specialized expertise;
 - Professional licensure;
 - Staff capabilities of prime consultant;
 - Size of project and limited or unlimited prequalification status; and,
- For firms submitting proposals during Phase II evaluation, the following additional evaluation criteria may also be included:
 - Workload capacity; including amount of work under contract with the Agency, if applicable
 - Past performance on Agency Projects;
 - Technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures);
 - Other factors including interviews and demonstrations, as approved by the Agency; and
 - Any approved non-qualifications based evaluation criteria, as provided in paragraph C.2. below.
- If approved by the Agency's legally designated selection authority and the Department's Local Programs Office, the following non-qualifications based criteria are permitted, provided the combined total of these factors does not exceed a nominal value of ten percent (10%) of the total evaluation criteria:
 - For contracts with Federal-aid funding, participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants; and/or
 - For any contracts a local presence may be used as a nominal evaluation factor where appropriate; provided, that this factor shall not be based on political or jurisdictional boundaries, and provided further that this factor may be applied only on a project-by-project basis for contracts where:
 - A need has been established for a consultant to provide a local presence;
 - A local presence will add value to the quality and efficiency of the project; and
 - Application of this factor leaves an appropriate number of qualified consultants, given the nature and size of the project.
 - If a consultant from outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as

establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

3. For contracts or projects with Federal-aid funding, the Agency may set DBE goals, in which case the selected consultant must either meet the goal or show good faith efforts to meet the goal, consistent with the DBE program regulations at 49 CFR Part 26, to be considered for selection.

- Evaluation, Ranking and Selection

1. Phase I Evaluation

- a) Using the evaluation criteria identified in the public solicitation, the Agency advertising for engineering related services shall evaluate current statements of qualification and performance data from those firms submitting Letters of Interest.
- b) Unless specifically stated otherwise in the solicitation, the evaluation of a firm's qualification during Phase I evaluation shall be limited to the prime consulting firm only.
- c) Evaluations shall be presented to the CEC for review. The CEC shall choose at least three of the most highly qualified consultants who would make viable candidates and who will be invited to submit a proposal.
- d) The Agency shall issue a list of firms chosen to submit proposals and notify the firms that were not selected. The firms selected in Phase I shall be requested to submit a proposal for the work. Proposal format requirements, delivery address and deadlines shall be included in the notification sent to the selected firms. Electronic delivery and receipt of the proposal may be permitted.

2. Phase II Evaluation

- The Agency shall evaluate the proposals of firms selected in Phase I using the Phase II evaluation criteria identified in the public solicitation.
- A consultant firm that has been short-listed for a project and asked to submit a proposal shall specifically identify any sub-consultant(s) required to complete the project team. Identified sub-consultants will be evaluated using the criteria identified in the public solicitation. All sub-consultants identified on the submittal must be pre-qualified by the Tennessee Department of Transportation to perform the required tasks or have an application pending prior to submittal of the proposal. It shall be the responsibility of the prime consultant to include a signed statement from each sub-consultant on their own letterhead confirming that they have the

staff available and agree to provide the necessary services for the specific item/project listed in the prime consultant's proposal. Failure to meet these requirements will void the submittal.

- Separate formal interviews, if approved as an evaluation criteria, shall be structured and conducted with a specified time limit. Competing consultants may be asked to bring additional information or examples of their work to the interviews if such information will contribute to the evaluation process. Specific questions may be asked of each consultant to clarify qualifications, written proposals, or oral presentations.
- The Agency shall present the evaluation of proposals received from firms selected in Phase I to the CEC for review. The CEC shall rank the firms based on the established and published criteria, or the CEC shall submit to the legally designated selection authority a list of the firms deemed most highly qualified to provide the services required. The list shall contain no fewer than three firms. In instances where only two qualified consultants respond with proposals, the Agency may proceed with evaluation and selection if it is determined that the solicitation did not contain conditions or requirements that arbitrarily limited competition.

3. Phase III Evaluation, Ranking, Selection and Notification

- If the CEC does not make the final ranking of the most highly qualified firms, the Agency's legally designated selection authority shall rank the firms in order of preference.
- b) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.
- The Agency will negotiate with the three consultant firm(s) deemed to be most highly qualified in rank order.

E. Negotiation of Contract

The following shall apply to all negotiations of scope and cost for contracts, work orders, and supplemental agreements.

1. Determination of Contract Amount: The Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate, which shall serve as the basis for negotiation, will be based on the following:
 - Relative difficulty of the proposed assignment or project, size of project, details required, and the period of performance; and,

- A comparison with the experience record for similar work performed both by Agency personnel and previously negotiated consultant contracts.

This estimate shall be done independently, prior to negotiation, and shall remain confidential to the extent allowed by applicable law.

2. **Scope of Work Meeting with Selected Firm:** The Agency will negotiate with the selected firm and may arrange a conference with the prospective consultant where the parties must come to a mutual understanding of the scope of work and all technical and administrative requirements of the proposed undertaking. In lieu of a conference, this may be done by phone or correspondence. The prospective consulting firm may be represented as it wishes; however, a project manager and accounting representative are recommended.
3. **Cost Proposal:** The prospective consulting firm will be invited to submit a cost proposal for the project. This cost proposal is to be broken down by the various items of work as requested and supported by estimated labor requirements. Instructions shall be given regarding the method of compensation and the documentation needed to justify the proposed compensation.

In evaluating the consultant's cost proposal(s), the Agency shall judge the reasonableness of the proposed compensation and anticipated labor and equipment requirements by the following and other appropriate considerations:

- The proposed compensation should be comparable to that of other projects of similar nature and complexity, including as applicable salaries and man-hours to accomplish the work, and allocation of labor within the man-hour estimates.
- The Agency will assess the fairness of the proposed fixed fee based on the scope, complexity, contract duration, degree of risk borne by the consultant, amount of subcontracting, and professional nature of the services as well as the size and type of contract. Fixed fee is calculated using the following formula: $\text{Fixed Fee} = 2.35 \times \text{Direct Salary} \times \text{Allowed Fixed Fee Rate}$. Unless a higher fixed fee rate is expressly approved by the Agency, the maximum allowable fixed fee rate is 13% (See Appendix 1 for fixed fee rate determination).
- The proposed compensation shall be studied for reasonableness and to assure sufficient compensation to cover the professional quality of the work items desired.
- **Contract Negotiations:** If the consultant's first cost proposal is rejected by the Agency, the negotiating parties shall hold a second conference to discuss those points of the cost proposal which are considered unsatisfactory. The consultant shall submit a second cost proposal based upon this second conference. If the Agency rejects the consultant's second cost proposal, negotiations shall be

formally terminated and commence with the second most qualified firm. If like negotiations are unsuccessful with the second most qualified firm, the Agency will undertake negotiations with the third most qualified firm and any others on the selected list in sequential order. With the concurrence of the legally designated selection authority, the Agency may, at any time, in lieu of continuing negotiations, elect to redefine the scope of the project and resolicit proposals pursuant to "POLICY", Section III, B, "Solicitation".

- The Agency shall maintain a record of the negotiations and all required approvals and shall retain these records for 36 months following final payment in accordance with Item A.3. of this section and as provided in 23 CFR § 172.7 and 2 CFR § 200.333.

F. Contract Development and Execution

- In the event the parties reach agreement, the legally designated selection authority shall approve the preparation of a contract.
- The contract will include a clause requiring the consultant to perform such additional work as may be necessary to correct errors in the work required under the contract without undue delays and without additional cost to Agency.
- The contract shall contain a clause whereby the consultant must report at least quarterly all amounts paid to any DBE sub-consultants and to any Minority Business Enterprise (MBE) and/or Woman Owned Business Enterprise (WBE) sub-consultants.
- Method of Payment: The method of payment to the consultant shall be set forth in the original solicitation, contract, and in any contract modification thereto. The methods of payment shall be: Lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation. A single contract may contain different payment methods as appropriate for compensation of different elements of work.
- Suspension and Debarment: Prior to contract execution, the Agency shall verify suspension and debarment actions and eligibility status of consultants and sub-consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.
- The Agency shall maintain a record of the negotiations and all required approvals.
- Prior to approval of the contract, the Agency must have on file a contract specific Certificate of Insurance for the consultant. It shall confirm that the firm has professional liability insurance for errors and omissions in the amount of \$1,000,000, as a minimum, and the policy shall be maintained for the life of the contract. Consultants responsible for the disbursement of Agency funds shall

be required to provide evidence of a Fidelity Bond in the amount of \$250,000 maintained for the life of the contract.

G. Contract Administration

1. Once a contract has been awarded, the consultant may negotiate directly with sub-consultants. A change in sub-consultants must be approved by the Agency. A written request must be submitted to the Agency to initiate the change. This request must include an explanation of the need to change sub-consultants and the impact on the project schedule and financial elements of the contract. The substitute sub-consultant must be pre-qualified at the appropriate level (unlimited or limited) by the Department of Transportation to perform the required tasks. After consideration of all factors of the request, the Agency will respond to the request in writing.
- After the contract has been approved, a work order issued, and productive work on the consultant's assignment has begun, the Agency shall periodically review and document the consultant's progress. Said monitoring reviews shall be directed toward assurance that the consultant's assignment is being performed as specified in the agreement, that an adequate staff has been assigned to the work, that project development is commensurate with project billings, and that work does not deviate from the contracted assignment.

Should conditions warrant, these reviews may consist only of an appropriate exchange of correspondence. These reviews shall determine, among other matters, if any changes or supplemental agreements are required for the completion of the consultant's work.

- A full-time employee of the Agency shall be responsible for each contract or project. Annually and/or at project close, the assigned employee will prepare a performance evaluation report covering such items as timely completion of work, conformance with contract cost, quality of work, and whether the consultant performed the work efficiently. A copy of this report will be furnished to the firm for its review and comments.

H. Contract Modifications

- A contract modification, in the form of an executed supplemental agreement or amendment, is required whenever there is a change in the terms of the existing contract, including a change in the cost of the contract; a significant change in the character, scope, complexity, or duration of the work; or a significant change in the conditions under which the work is required to be performed. Contract modifications shall be negotiated using the same procedures as the negotiation of the original contract. The executed supplemental agreement or amendment shall clearly define and document the changes made in the contract and establish the method of payment for any adjustment in contract costs.

- No contract may be supplemented to add work outside the scope of the project or the general scope of services the consultant was initially evaluated to perform. For example, a roadway design contract may be supplemented to add work related to additional phases of project design (e.g. preliminary engineering with related technical services such as survey or geotechnical work, preparation of right-of-way plans, or preparation of final construction plans); however, a project specific or multiphase contract for roadway design shall not be supplemented to add a new project or to add a different type of service, such as construction engineering and inspection, beyond the type of services solicited in the original solicitation.
- Overruns in the costs of the work shall not automatically warrant an increase in the fixed fee portion of a cost plus fixed fee reimbursed contract. Permitted changes to the scope of work or duration may warrant consideration for adjustment of the fixed fee portion of cost plus fixed fee or lump sum reimbursed contracts.

I. Contract Accounting Policies

1. Indirect Cost Rate – Basic Agreement or Contract

- **Federally funded projects:** The indirect cost rate, effective for contracts advertised on or after December 1, 2005, shall be the actual rate as determined in compliance with Federal Acquisition Regulation Standards and approved by the cognizant agency as defined by 23 CFR § 172.3. The cognizant agency is the home state transportation department, a federal agency, or TDOT in the absence of any of the other. A Certified Public Accountant (CPA) may perform the audit, but the audit work papers may be reviewed by the governmental agency. Further;
 - The indirect cost rate for firms with multiple offices shall be a combined rate for all offices.
 - The approved rate shall be utilized for the purposes of contract estimation, negotiation, administration, reporting, and contract payment for a twelve month period beginning the seventh month after the firm's Fiscal Year End.
 - If the indirect cost rate expires during the contract period an extension may be considered on a case-by-case basis in accordance with 23 CFR § 172.11(b)(1)(vi). In any event, no new contracts will be considered for any firm without an approved indirect cost rate.
- **State funded projects:** Pursuant to T.C.A. § 54-1-130, the indirect cost rate cannot exceed a maximum of 145%.
- **Travel:** Travel and subsistence charges shall be in conformance with the State of Tennessee Comprehensive Travel regulations. Air travel shall be pre-

approved by the Agency. Actual expenses, not to exceed the commercial rate, for the use of company owned airplanes are allowable as a direct charge.

- Fixed Fee Payment:
 - For cost plus fixed fee contracts, payments of fixed fee shall be based on the actual labor costs not to exceed the total approved fixed fee.
 - The fixed fee for each progress billing shall be determined using the consultant's actual direct labor for the specific billing period multiplied by 2.35 times the negotiated fixed fee percent.
 - With the exception of Construction Engineering and Inspection Contracts, the firm may invoice for the balance of any unbilled fixed fee upon successful completion of the contract.
- Contract and Project Closing: The Agency is responsible for keeping up with contract costs and knowing when a contract is complete. The Agency is also responsible for closing the contract in a timely manner. By letter to the consultant, the Agency shall affirm that the contract or work order has been satisfactorily completed. In the event that additional services are required within the original scope of the project, the contract or work order may be re-opened. All terms and conditions of the contract shall remain the same.
- Retainage shall not be required for new Engineering and Technical Services Contracts.
- Audit Requirements:
 - Pre-award audits consist of a review of a proposed indirect cost rate based upon historical data, review of the consultant's job cost accounting system, and review of project man-day or unit price proposals.
 - Awarded contracts are subject to interim and final audits. The audits consist of determining the accuracy of invoice charges by reviewing time sheets, payroll registers, travel documents, etc. Charges that cannot be supported will be billed back to the consultant. Firms will be selected for contract compliance audits using a risk analysis utilizing primarily the firm's total contract exposure with the Agency and the time elapsed since the last compliance audit.
 - Annual approval of the indirect cost rate for non-fixed indirect cost rate contracts will be required and adjustments to the invoiced billing rate may be necessary based on audit results. The determination of whether to

perform a desk review or full field audit of the indirect cost schedule is made utilizing a risk analysis created in accordance with the guidelines proscribed in the AASHTO Uniform Audit & Accounting Guide.

- Computer Aided Drafting and Design (CADD) Expenditures: All CADD equipment and software expenditures are to be treated as part of indirect cost. CADD expense will not be allowed as a direct expenditure based on an allocation rate.
- Facilities Capital Cost of Money (FCCM) Rate: FCCM referenced in 48 CFR § 31.205-10 shall be allowed as part of indirect cost and applied to direct labor.
- Direct Costs
 - Include job related expenses that are required directly in the performance of project services such as travel, subsistence, long distance telephone, reproduction, printing, etc. These should be itemized as to quantities and unit costs in arriving at the total cost for the expense.
 - The proposed direct cost shall not exceed the Tennessee Department of Transportation's maximum allowable rate when a rate for such cost is specified. All direct costs must show supporting documentation for auditing purposes. Documentation for proposed rates should show how they were developed including historical in-house cost data or names and phone numbers of vendors that supplied price quotes along with receipts, invoices, etc., if available.
 - Electronic equipment, such as personal computers, cameras, and cellular phones, shall be included in the consultant's indirect cost.
 - The cost of the use of the consultant's vehicle(s) to the Agency's project shall be paid for according to Attachment B, Schedule of Vehicle Reimbursements.
- Collection of Funds Due as Result of Contract Audit: Once an audit is completed and the consultant is found to owe the Agency, the Auditor will notify the Agency's Finance Director in writing, with a copy to the Department's Local Programs Office. The Agency will contact the consultant in writing about the indebtedness and request payment within 30 days from the date of the letter. If after 30 days payment is not received, the consultant will then be notified that any funds owed to the consultant under other agreements will be used to satisfy the indebtedness. If funds or payables to the consultant in the Agency's possession are in excess of the indebtedness, anything owed the consultant will be remitted under normal payment procedures. If the funds in the Agency's possession are not sufficient to satisfy the indebtedness, the Agency will take appropriate action.

J. Geotechnical Contracts

Contracts for geotechnical services are considered separately because they may involve a mixture of two types of services, i.e., geotechnical studies (engineering services) and subsurface exploration/drilling and/or laboratory testing (technical services). Additionally, some firms offer one or the other of these services, others offer both, and others offer some combination as well as other services, e.g., design. Firms offering both services must, for accounting purposes, separate the two operations. Cost of equipment, supplies, etc., used in technical services may not be applied towards indirect cost computations for engineering services.

Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing services shall be procured as noted in "POLICY", Section III, Competitive Negotiation Procurement Procedure. The technical services costs shall be negotiated by the Agency based on usual industry standards.

K. Sub-consultants for Engineering Services

- Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing within another Engineering Services Firm: These services may be procured as part of the larger contract, e.g., roadway design. Payment for subsurface exploration/drilling shall be invoiced as a direct cost. Geotechnical studies shall be invoiced as other engineering services.
- Geotechnical Studies Firms as Sub-Consultants
 - Geotechnical Studies Only: The services of these firms may be procured by negotiation with the prime consultant as described previously herein.
 - Geotechnical Studies and/or Subsurface Exploration/Drilling and/or Laboratory Testing Firms as Sub-Consultants: The services of these firms shall be procured by negotiation with the prime consultant. However, costs associated with subsurface exploration/drilling and/or laboratory testing shall be negotiated by the Agency.
- Sub-consultants Not Covered Under Engineering Services

In the event a sub-consultant is required whose hiring process, as a prime, would not be governed by Competitive Negotiation under this Policy, that sub-consultant shall be retained by the same method as the Agency would use to procure the same type of services under the Agency's local law or other applicable state law.

- Example: Design consultants are occasionally asked to provide laboratory testing services under their design contract. The design consultant shall use, and document, the applicable procedures identified by the Agency.
- The Agency should monitor the hiring and documentation of sub-consultants by the prime. Documentation should detail the method used and should be satisfactory for a final project audit.

IV. NONCOMPETITIVE NEGOTIATION PROCUREMENT PROCEDURE

The following procedures shall be used by the Agency, subject to the Tennessee Department of Transportation's prior approval, in those circumstances where there exists only one viable source for the desired services, when competition among available sources is determined to be inadequate after solicitation of a number of sources, or in emergencies when adherence to normal competitive negotiation procedures will entail undue delays for projects requiring urgent completion.

Upon determination of a need for this type of procurement, the Agency shall request an estimate from the qualified firm for the accomplishment of the desired assignment. The request for an estimate shall define the full scope of the desired services, together with minimum performance specifications and standards, the date materials and services are to be provided by the consultant to the Agency, and the required assignment completion schedule. Response to the request for an estimate shall be evaluated, giving due consideration to such matters as a firm's professional integrity, compliance with public policies, records or past performances, financial and technical resources, and requested compensation for the assignment. Before using this form of contracting, the Agency shall submit justification to and obtain approval from the Department; provided, however, that for Federal-aid contracts, the Department shall also submit the request to FHWA for approval in accordance with 23 CFR § 172.7(a)(3)(ii).

V. SMALL PURCHASE PROCUREMENT PROCEDURE

When the contract cost of the services does not exceed the simplified acquisition threshold as defined in 48 CFR § 2.101 of the Federal Acquisition Regulations (FAR), which is currently \$150,000, small purchase procedures may be used. The scope of work, project phases and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures. Further, a contract obtained under small purchase procedures shall not be modified to exceed the simplified acquisition threshold.

Proposals will be obtained from an adequate number of qualified sources with a minimum of three. In instances where only two qualified consultants respond to the solicitation, the Agency may proceed with evaluation, ranking and selection if it is determined that the solicitation did not contain conditions or requirements which arbitrarily limited competition. Awards will be made to the responsible firm whose proposal is most advantageous to the program.

VI. TECHNICAL SERVICE PROCUREMENT PROCEDURE

The Agency shall use the procurement process it would use for the same type of service under applicable state or local law; provided, that on Federal-aid projects the procurement process shall be consistent with competitive procurement requirements under 2 CFR Part 200.

ATTACHMENT A – Consultant Selection for Locally Managed Projects

Size of Project	Type of Project	Procurement Requirements
<p>SMALL projects</p> <ul style="list-style-type: none"> • Must have a full-time employee on staff with experience managing transportation projects. • Must hire consultants for all phases of the project from TDOT's approved list if the Local Government has not been approved by TDOT to use their own forces. The consultants must be qualified in the required area of expertise. 	<ul style="list-style-type: none"> • Transportation Alternatives • Intersection improvements without significant ROW (under one acre of disturbance) • Safe Routes to School • resurfacing • striping • signing • guardrail installation • signalization • some bridge replacement projects (under one acre of disturbance) • non-construction/service contracts (as listed in Chapter 10 of the LGG) • low-risk and exempt ITS 	<ul style="list-style-type: none"> • Local Government can use the same consultant for the entire project (planning, preliminary engineering and CEI)
<p>MID-RANGE projects</p> <ul style="list-style-type: none"> • Must have a qualified, full-time professional engineer on staff. 	<ul style="list-style-type: none"> • roadway widening • realignment of existing roadway • signalization projects with the addition of turn lanes 	<ul style="list-style-type: none"> • The selected CEI consultant shall not be associated with any other aspect of the project.

<ul style="list-style-type: none"> • Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise. 	<ul style="list-style-type: none"> • intersection improvements with significant ROW (over one acre of disturbance) • bridge replacement projects requiring significant land acquisition (over one acre of disturbance) • projects with environmental requirements greater than a categorical exclusion but lesser than an EIS • high-risk ITS 	
<p>LARGE projects</p> <ul style="list-style-type: none"> • Must have a qualified, full-time professional engineer on staff with extensive experience working with federally-funded transportation projects. • Must hire consultants for all phases of the project from TDOT's approved list. The consultants must be qualified in the required area of expertise. 	<ul style="list-style-type: none"> • construction of new facilities • widening of existing roadways • realignment of existing roadways that require significant land acquisition (over 10 acres) • environmental clearances that require an EIS 	<ul style="list-style-type: none"> • The selected CEI consultant shall not be associated with any other aspect of the project.

ATTACHMENT B – Policy for Standard Procurement of Engineering and Technical Services

Vehicle Reimbursement Schedule

For all projects except Construction Engineering and Inspection (CEI), the consultant shall be reimbursed at the rate specified in the State of Tennessee Comprehensive Travel Regulations in effect at the time the cost was incurred.

For CEI projects, the consultant shall be reimbursed at the rate of \$27.00 per day for compact pick-up trucks used on the Agency's projects. For full size pick-up trucks used on the Agency projects, the consultant shall be reimbursed at the rate of \$30.25 per day

Rate changes are approved: _____
AGENCY HEAD
DATE

Sullivan County
Board of County Commissioners
244th Annual Session

New Business
Item 3
Resolution No. 2024-06-03

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of June 2024.

RESOLUTION AUTHORIZING THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF SULLIVAN TO NEGOTIATE AND ACCEPT FROM BELL TEXTRON, INC., A MANUFACTURER LOCATED IN THE TRI-COUNTY INDUSTRIAL PARK, A PAYMENT-IN-LIEU OF TAX AGREEMENT (PILOT AGREEMENT) TO ENABLE THE COMPANY'S EXPANSION OF ITS FACILITIES AND MANUFACTURING.

WHEREAS, the Industrial Development Board of the County of Sullivan (the "Board") is an industrial development corporation duly organized and existing under the provisions of Title 53 of Chapter 7, Tennessee Code Annotated (the "Act"); and

WHEREAS, Bell Textron, Inc., proposes to expand its Piney Flats facility with additional facilities by making improvements, renovations and acquiring additional machinery at a worth more than three million dollars; and,

WHEREAS, Bell Textron, Inc., proposes to hire an additional 35 employees to accommodate its expansion; and

WHEREAS, Bell Textron, Inc., proposes to enter a PILOT Agreement for a 5-year term with the provision that taxes be reduced by 90% for both real property and personal property, pertaining to only the new expansion/investment; and

WHEREAS, The Sullivan County Industrial Development Board, at its regularly scheduled meeting, voted to recommend the Sullivan County Commission approve entering into a PILOT agreement with the company with the terms as stated.

WHEREAS, Tennessee Code Annotated Section 7-53-305(b) authorizes the Board of Sullivan County Commissioners to delegate to the Board the authority to negotiate and accept payments in lieu of ad valorem taxes upon the finding that such payments are deemed to be in furtherance of the public purposes of the Board, as defined in that Code Section.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, as follows:

SECTION 1. The Board of County Commissioners of Sullivan County, Tennessee hereby finds that the negotiation and acceptance by the Board from Bell Textron, Inc., of payments in lieu of ad valorem taxes consistent with this resolution is deemed to be in furtherance of the public purposes of the Board as defined in Tennessee Code Annotated Section 7-53-305, and Sullivan County hereby delegates to the Board the authority to negotiate and accept such payments in lieu of ad valorem taxes from Bell Textron, Inc.



SECTION 2. The Board is authorized to enter into a PILOT Agreement with Bell Textron, Inc., as the Board may deem proper, which may not extend beyond a term of five (5) years, as the terms set out above as set forth in Tennessee Code Annotated Section 7-53-305(i);

SECTION 3. This resolution shall take effect from and after its passage. All resolutions in conflict herewith shall be and the same are hereby rescinded insofar as such conflict exists.

Duly passed and approved this 20th day of June 2024.

Attest: Teresa Jacobs
Teresa Jacobs, County Clerk

Approved: Richard S. Venable
Richard S. Venable, County Mayor

Sponsored by: Commissioner Hershel Glover

Co-Sponsor(s): Commissioner Dwight King, Commissioner Gary Stidham

2024-06-03 ACTIONS: 06/13/24 Introduced at Work Session. 06/20/24 Approved on Consent 22 Yes, 2 Absent



Project Maverick

Local company located in Piney Flats has approached NETWORKS Sullivan Partnership regarding potential for local expansion. Potential expansion is not a guaranteed occurrence and is part of the company's larger expansion and workflow optimization initiative. Expansion would consist of adding large paint booth to existing facility to accommodate company's growth and would allow some workflow to shift here locally that is now being performed in TX. Project would require physical expansion of building and purchase of additional machinery. 35 new jobs are expected to be created as part of expansion.

The addition of the large paint booth paves the way for the company to seek new work on larger aircraft that the facility cannot currently accommodate. This addition has a high probability of generating additional growth as customization and repair work will most likely be requested on these new larger aircraft in coordination with the paint work.

Project Parameters

- Capital Investment: \$3,000,000
 - *Real Property: \$1,750,000*
 - *Personal Property: \$1,250,000*
- New Jobs: 35 New Fulltime Jobs
- Average Wage: \$27.92/HR

Financial Summary:

- Years 1 – 5 Company Savings: \$101,295
- Years 1 – 5 County Tax Revenue: \$11,255
- Year 6+ Annual County Tax Revenue: \$18,500+

Company Notes:

Company is a premier employer in region and currently has nearly 500 employees in Sullivan County. Company has been awarded a large military contract that will create multiple expansion opportunities for the company in the years to come. NETWORKS has discussed using this project as a steppingstone to secure additional expansion opportunities here locally in the future.



Sullivan County
Board of County Commissioners
244th Annual Session

Item 4
Resolution No. 2024-06-04

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of June 2024.

RESOLUTION to Amend the 2023-2024 School Nutrition Budget for Various Account Series mentioned below.

WHEREAS, the Sullivan County Department of Education has determined that certain funds will not be expended in the various account series mentioned; and

WHEREAS, the Sullivan County Department of Education has determined that these funds along with an allocation from the School Nutrition Fund Balance are needed to cover additional costs for various other expenses.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes amending the School Nutrition Budget as follows:

Account	Description	Amount
73100-100	Personnel	-123,350.00
73100-200	Employee Benefits	+10,500.00
73100-300	Contracted Services	+32,100.00
73100-400	Supplies & Materials	+863,000.00
73100-500	Other Charges	+5,000.00
73100-700	Capital Outlay	-62,250.00
143-39000	School Nutrition Fund Balance	-725,000.00

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Waiver of the Rules Requested

Duly passed and approved this 20th day of June, 2024.

Attest: Teresa Jacobs
Teresa Jacobs, County Clerk

Approved: Richard S. Venable
Richard S. Venable, County Mayor

Sponsored By: Mark Ireson
Co-Sponsor: Hunter Locke

2024-06-04 ACTIONS: 06/13/24 Introduced at Work Session with waiver of rules requested.
06/20/24 Approved on Consent 22 Yes, 2 Absent



*Sullivan County
Board of County Commissioners
244th Annual Session*

Item 5

Resolution No. 2024-06-05

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of June 2024.

RESOLUTION to Amend the 2023-2024 General Purpose School Budget for Various Account Series mentioned below.

WHEREAS, the Sullivan County Department of Education has determined that certain funds will not be expended in the various account series mentioned; and the Sullivan County Department of Education has determined that these funds are needed to cover additional costs for various other expenses.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes amendment of the General Purpose School Budget as follows:

Account	Description	Amount
71100-500	Other Charges	+20,000
72210-100	Personnel	+44,000
72210-500	Other Charges	-44,000
72230-100	Personnel	+14,000
72320-100	Personnel	+5,300
72320-200	Employee Benefits	-5,300
72410-100	Personnel	-14,000
72510-500	Other Charges	-20,000

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Waiver of the Rules Requested



Duly passed and approved this 20th day of June 2024.

Attest: Teresa Jacobs
Teresa Jacobs, County Clerk

Approved: Richard S. Venable
Richard S. Venable, County Mayor

Sponsored By: Mark Ireson
Co-Sponsor(s): Hunter Locke

2024-06-05 ACTIONS: 06/13/24 Introduced at Work Session with waiver of rules requested. 06/20/24 Approved on Consent 22 Yes, 2 Absent



Sullivan County
Board of County Commissioners
244th Annual Session

Item 6
Resolution No. 2024-06-06

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of June, 2024.

RESOLUTION TO AMEND THE FY 2024 SUMMER LEARNING CAMPS GRANT BUDGET IN THE GENERAL PURPOSE SCHOOL FUND.

WHEREAS, the Sullivan County Department of Education has recognized the need to amend the budget within the accounts these funds are recognized in; and

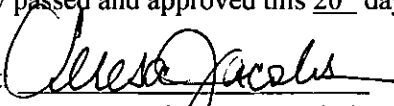
NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the Sullivan County Department of Education to amend the budget for said grant funds in the General Purpose School Fund as follows:

Account Number	Account Description	Amount
71100-400-55	Supplies & Materials	-5,000.00
72210-100-55	Personnel	+3,000.00
72210-200-55	Employee Benefits	+2,000.00

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Waiver of the Rules Requested

Duly passed and approved this 20th day of June 2024.

Attest: 
Teresa Jacobs, County Clerk

Approved: 
Richard S. Venable, County Mayor

Sponsored By: Mark Ireson
Co-Sponsor: Hunter Locke

2024-06-06 ACTIONS: 06/13/24 Introduced at Work Session with waiver of rules requested. 06/20/24 Approved on Consent 22 Yes, 2 Absent



Sullivan County
Board of County Commissioners
244th Annual Session

Item 7
 Resolution No. 2024-06-07

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of June 2024.

RESOLUTION to APPROVE AN EXPENDITURE/APPROPRIATION FROM THE SULLIVAN COUNTY BOARD OF EDUCATION GENERAL PURPOSE SCHOOL FUND UNDESIGNATED FUND BALANCE FOR THE PURCHASE AND INSTALLATION OF LIGHTING AT THE SULLIVAN EAST HIGH SCHOOL SOFTBALL FIELD, BASEBALL FIELD, FOOTBALL FIELD AND TENNIS COURTS.

WHEREAS bids have been received for lighting installation at Sullivan East High School's football field, baseball field, softball field, and tennis courts as directed by board approval. Said bids came in over the estimated amounts used for the original board approval; and

WHEREAS, on June 11, 2024, the Board of Education during its regularly scheduled meeting approved an additional expenditure/appropriation from the Sullivan County Board of Education Undesignated Fund Balance to fund the additional costs associated with the bids received for said projects; and,

WHEREAS the Board of Education approved an additional allocation up to \$196,450.00.

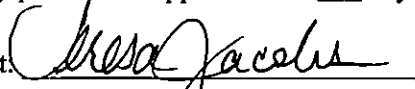
NOW THEREFORE BE IT FURTHER RESOLVED THAT the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session hereby authorizes the transfer of \$196,450 from the Sullivan County Board of Education General Purpose School Fund Undesignated Fund Balance.

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Waiver of Rules Requested

Duly passed and approved this 20th day of June 2024.

Attest:


 Teresa Jacobs, County Clerk


 Richard S. Venable, County Mayor

Sponsored By: Mark Ireson
Co-Sponsor(s): Hunter Locke

2024-06-07 ACTIONS:06/13/24 Introduced at Work Session with request for wavier of rules. 06/20/24 Approved on Consent 22 Yes, 2 Absent



Sullivan County
Board of County Commissioners
 244th Annual Session



Item 08
 Resolution No. 2024-06-08

To the Honorable Richard S. Venable, Sullivan County Mayor and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of June 2024.

RESOLUTION to amend the Sullivan County ARPA Fund for the 2024 fiscal year to reflect the funds for the Tennessee Water Infrastructure Investment Program funding and appropriations in the amount of \$9,637,382.52.

WHEREAS the Sullivan County receives ARPA grant through the Tennessee Water Infrastructure Investment Program as referenced in Resolution No. 2022-09-82 approving for the make application of these funds and to approve for the funds were has receive \$9,637,382 and to approve funds for the administration of these funds; and,

WHEREAS the managing of these fund was contracted with the Development District as approved by the previous resolution approved in September 2022; and

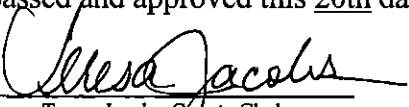
WHEREAS, these funds were never budgeted to be expended through our appropriation accounts; and,

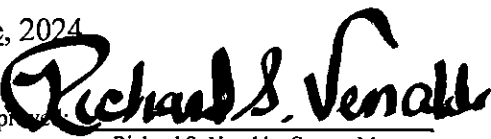
WHEREAS recently the administrator of these funds has been forwarding reimbursements to the administration of the expending on these utility projects.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in Regular Session, hereby amends the ARPA Funds appropriations to cover the cost of these projects not to exceed \$9,637,382. (Account codes to be assigned by the Finance Department.)

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Duly passed and approved this 20th day of June, 2024

Attested: 
 Teresa Jacobs, County Clerk

Approved: 
 Richard S. Venable, County Mayor

Sponsored by: Commissioner, Darlene Calton
Co-Sponsor: Commissioner Archie Pierce

2024-06-08 ACTIONS: 06/20/24 Introduced at Regular Session. Approved on Waiver of Rules 21 Yes, 1 No, 2 Absent



Agenda subject voting report

891

Meeting name

Sullivan County Commission June 20 2024

6/20/2024

39 Item 8 Resolution No. 2024-06-08 Sponsors: Calton/Pierce
Vote

Description

RESOLUTION TO AMEND THE SULLIVAN COUNTY ARPA FUND FOR THE 2024 FISCAL YEAR TO REFLECT THE FUNDS FOR THE TENNESSEE WATER INFRASTRUCTURE INVESTMENT PROGRAM FUNDING AND APPROPRIATIONS IN THE AMOUNT OF \$9,637,382.52.

Chairman

Venable, Richard

Total vote result

Voting start time 7:15:02 PM
Voting stop time 7:16:08 PM
Voting configuration Vote
Voting mode Open
Vote result

Yes	21
Abstain	0
No	1
Total Present	22
Absent	2

Group voting result

Group	Yes	No	Absent
No group	21	1	0
Total result	21	1	0

Individual voting result

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()	X			
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()			X	
Pierce, Archie ()	X			
Slagle, Matt ()				X
Stidham, Gary ()				X
Vanover, Zane ()	X			
Ward, Travis ()	X			

AGREEMENT

This Agreement is entered into this the 15th day of November, 2022, by and between the CITY OF KINGSPORT, hereinafter referred to as "Kingsport", a municipal corporation of the state of Tennessee, and the SULLIVAN COUNTY, TN, hereinafter referred to as "Sullivan County", a subdivision of the state of Tennessee.

WITNESSETH:

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Tennessee Code Annotated § 7-35-416; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for the upgrade of public water service to various locations in Sullivan County.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

Section 1. As a condition precedent to Sullivan County providing its obligations set out in this Agreement, Kingsport will upgrade Kingsport's water distribution system, providing adequate service for the following areas:

- a. Lakecrest Dr area (approx. 11,400 ft serving 128 properties)
- b. Gravely Rd / Thomas Addition areas (approx. 6,100 ft serving 96 properties)
- c. Fordtown Rd / Jackson Hollow Rd area (aprox. 5,000 ft serving 72 properties)

Kingsport will provide a minimum of \$255,363 in matching funds to meet ARP grant funding requirements.

Section 2. Upon successful bid opening for this project, Sullivan County will provide \$2,298,271 of TDEC ARP grant funding to Kingsport for the following:

- a. Construction costs for work described in Section 1, along with contingency funds equaling 6% of construction costs;
- b. Engineering fees covering survey, design, and construction management totaling 14% of construction cost.

Section 3. The construction of water service is to be completed in early 2024. The work will be split into two projects; Lakecrest Dr area to be completed in late summer 2023 and the remainder of areas to be completed by spring 2024.

Section 4. This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the state of Tennessee, and the parties will

collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

Section 5. Neither party will be liable to the other party or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, severe weather, thunderstorms, severe winds, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or governmental authorities' approval delays which are not caused by any act or omission by either party. The party whose performance is affected agrees to notify the other party promptly of the existence and nature of the delay.

Section 6. In the event that any provision or portion of this Agreement is found to be invalid or unenforceable, then such provision or portion thereof will be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any of this Agreement will not affect the validity or enforceability of any other provision or portion of the Agreement.

Section 7. The failure of either party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, and the continuance of such default for a period of thirty (30) days after the defaulting party's receipt of written notice from the non-defaulting party of said failure will be a default. Upon the occurrence of an alleged default, or a dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement or, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties will engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it will be to meet for the purpose of attempting to resolve such Dispute. The designated officers will meet as often as the parties deem reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 7, and in the event either party concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation. If the matter is not resolved by mediation either party will have the right, at its sole option, without further demand or notice, to take whatever action at law or in equity may appear necessary or desirable to enforce its rights including, but not limited to, the suspension or termination of this Agreement. Venue for any litigation for any dispute arising out of or related to this Agreement, which cannot promptly be resolved by negotiation, will be the state courts for Kingsport, Sullivan County, Tennessee. This Agreement will be construed under and will be governed by the laws of the state of Tennessee.

Section 8. Notices, statements and other communications to be given under the terms of this Agreement will be in writing and delivered by hand, sent by certified mail, postage prepaid, return receipt requested, or sent by nationally recognized overnight delivery service, or email addressed to the parties as follows:

To Kingsport:
Assistant Utilities Director – Engineering / Operations
City of Kingsport
1113 Konnarock Rd
Kingsport, Tennessee 37664

with copy to:

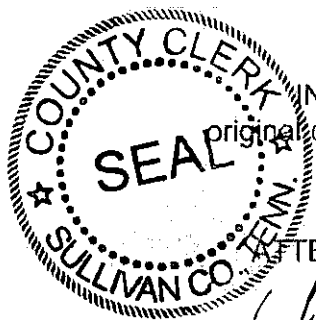
City Attorney
City of Kingsport
415 Broad Street
Kingsport, Tennessee 37660

To Sullivan County:
Mayor Richard S. Venable
3411 Hwy 126, Suite 206
Blountville, TN 37617

Such notice may also be sent to such other address as is from time to time designated by the party receiving the notice. Any such notice that is sent in accordance with this Section 8 will be deemed received when hand delivery is received or refused, as shown on the return receipt if mailed or shown as delivered if sent by nationally recognized overnight delivery service.

Section 9. Both parties are governmental entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement will be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences will be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 10. This Agreement, together with any other writings signed by the parties expressly stated to be supplemental hereto and together with any instruments to be executed and delivered pursuant to this Agreement, constitutes the entire agreement between the parties and supersedes all prior understandings and writings, and this Agreement may only be modified or amended during the term only by a written non-electronic instrument that has been duly executed by the non-electronic signatures of authorized representatives of the parties hereto.



IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate original counterparts, each of which constitutes an original.

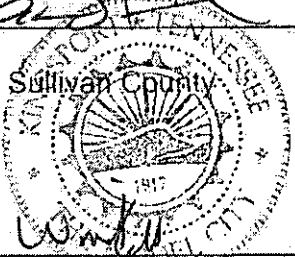
ATTEST:
Verese Jacobs, Co. Clerk

SULLIVAN COUNTY, TENNESSEE

By: Richard S. Venable
Richard S. Venable, Mayor

APPROVED AS TO FORM:

Dan Street
Dan Street
Attorney for Sullivan County



ATTEST:
Lisa Winkle
Lisa Winkle, City Recorder

CITY OF KINGSPORT, TENNESSEE

By: Patrick W. Shull
Patrick W. Shull, Mayor

APPROVED AS TO FORM:

Rodney B. Rowlett, III
Rodney B. Rowlett, III
City Attorney for Kingsport

Sullivan County
Board of County Commissioners
240th Annual Session

Item 09
 Resolution No. 2024-06-09

To the Honorable Richard S. Venable, Sullivan County Mayor, and the Board of Sullivan County Commissioners meeting in Regular Session this 20th day of June 2024.

RESOLUTION To amend the General Fund 2024 fiscal year budget to complete an orderly process of finishing the fiscal year operations due to this being the final commission meeting.

WHEREAS Sullivan County, as with previous years needs to amend the current fiscal year budget for the General Fund to cover expenditures which will or may exceed the appropriations as of June 30, 2024; and,

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Sullivan County, Tennessee, assembled in regular Session, hereby approve amending the Budget for the General Fund as follows:

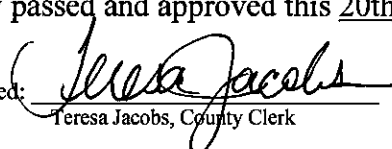
51910-100	\$7,000	Archives and Tourism - Personal Services
51910-200	\$4,500	Archives and Tourism - Employee Benefits
52900-500	\$50,000	Other Finance - Trustee Commissions
54110-100	-\$75,000	Sheriffs - Personal Services
54210-100	\$75,000	Corrections - Personal Services

To be funded from the Fund Balance \$61,500.

This resolution shall take effect from and after its passage. All resolutions in conflict herewith be and the same rescinded insofar as such conflict exists.

Waiver of the Rules Requested

Duly passed and approved this 20th day of June, 2024

Attested: 
 Teresa Jacobs, County Clerk

Approved: 
 Richard S. Venable, County Mayor

Sponsored by: Commissioner Darlene Calton
 Co-Sponsor: Commissioner Dwight King

2024-06-09 ACTIONS: 06/20/24 Introduced at Regular Session. Approved 22 Yes, 2 Absent



Agenda subject voting repo. .

Meeting name

Sullivan County Commission June 20 2024

6/20/2024

39. Item 9 Resolution No. 2024-06-09
Vote

Description

RESOLUTION TO AMEND THE GENERAL FUND 2024 FISCAL YEAR BUDGET TO COMPLETE AN ORDERLY PROCESS OF FINISHING THE FISCAL YEAR OPERATIONS DUE TO THIS BEING THE FINAL COMMISSION MEETING.

Chairman

Venable, Richard

Total vote result

Voting start time 7:17:29 PM
 Voting stop time 7:17:47 PM
 Voting configuration Vote
 Voting mode Open
 Vote result

Yes	22
Abstain	0
No	0
Total Present	22
Absent	2

Group voting result

Group	Yes	Absent
No group	22	0
Total result	22	0

Individual voting result

Name	Yes	Abstain	No	Absent
Akard, David ()	X			
Calton, Darlene ()	X			
Carr, Joe ()	X			
Cole, Michael ()	X			
Crawford, Larry ()	X			
Cross, Andrew ()	X			
Crosswhite, Joyce ()	X			
Gardner, John ()	X			
Glover, Hershel ()	X			
Harvey, Cheryl ()	X			
Hayes, David ()	X			
Horne, Daniel ()	X			
Ireson, Mark ()	X			
Jones, Sam ()	X			
King, Dwight ()	X			
Leonard, Tony ()	X			
Locke, Hunter ()	X			
McMurray, Joe ()	X			
Means, Jessica ()	X			
Pierce, Archie ()	X			
Slagle, Matt ()				X
Stidham, Gary ()				X
Vanover, Zane ()	X			
Ward, Travis ()	X			

Sullivan County



AND THEREUPON COUNTY COMMISSION ADJOURNED AT 7:20 P.M. UPON MOTION MADE BY COMMISSIONER AKARD TO MEET AGAIN IN WORK SESSION ON JULY 11, 2024.

Richard J. Venable

RICHARD VENABLE

COMMISSION CHAIRMAN